REDACTED - FOR PUBLIC INSPECTION

HWG | HARRIS, WILTSHIRE & GRANNIS LLP

June 9, 2017

Ms. Kris Monteith
Chief
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *Telephone Number Portability, et al.*, CC Docket No. 95-116, WC Docket Nos. 07-149 & 09-109

Dear Ms. Monteith:

On behalf of itself, Ericsson Holding II Inc. and FP-Icon Holdings, L.P. ("FP Investors"), Telcordia Technologies, Inc., d/b/a iconectiv ("iconectiv"), hereby submits the attached responses to Requests 6, 7, 10 and 11, which were attached to your letter dated May 25, 2017 (DA 17-520). Also included herewith is a copy of the Stock Purchase Agreement, the proposed amended Certificate of Incorporation, and the proposed amended Bylaws.

iconectiv requests pursuant to Sections 0.457 and 0.459 of the Commission's rules, 47 C.F.R. §§ 0.457, 0.459, that the Commission withhold from any future public inspection and accord confidential treatment to the confidential, business sensitive information contained in the attached Stock Purchase Agreement.

The Confidential Information constitutes highly sensitive commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA"). Exemption 4 of FOIA provides that the public disclosure requirement of the statute "does not apply to matters that are . . . (4) trade secrets and commercial or financial information obtained from a person and privileged or confidential." 5 U.S.C. § 552(b)(4). Because iconectiv is providing commercial information "of a kind that would not customarily be released to the public," this information is "confidential" under Exemption 4 of FOIA. *See Critical Mass Energy Project* v. *NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992). Because this is a voluntary filing, if the Commission denies this request for confidential treatment, iconectiv requests for its Confidential Information to be returned.

In support of this request and pursuant to Section 0.459(b) of the Commission's rules, iconectiv hereby states as follows:

1. Identification of the Specific Information for Which Confidential Treatment Is Sought (Section 0.459(b)(1))

iconectiv seeks confidential treatment with respect to the Confidential Information in the attached Stock Purchase Agreement.

2. Description of the Circumstances Giving Rise to the Submission (Section 0.459(b)(2))

iconectiv is submitting the Stock Purchase Agreement at the request of Commission staff. The Stock Purchase Agreement contains certain commercial terms, including related to employees and compensation, that could be detrimental to iconectiv if they were publicly known. iconectiv competes to provide a range of information technology services, for which its personnel are important assets and for which knowledge of its various costs could provide a competitive advantage to its competitors..

3. Explanation of the Degree to Which the Information Is Commercial or Financial, or Contains a Trade Secret or Is Privileged (Section 0.459(b)(3))

The information described above is protected from disclosure because the Confidential Information constitutes sensitive information about iconectiv's capital structure, finances and employee compensation arrangements. This information constitutes highly sensitive commercial information "which would customarily be guarded from competitors." 47 C.F.R. § 0.457.

4. Explanation of the Degree to Which the Information Concerns a Service that Is Subject to Competition (Section 0.459(b)(4))

iconectiv was selected to be the LNPA as a result of a competitive bidding process. iconectiv also provides LSMS and SOA equipment and services in competition with other entities. iconectiv also provides other information technology services related to the rating, routing and management of telecommunications and information services, all of which are competitive lines of business.

5. Explanation of How Disclosure of the Information Could Result in Substantial Competitive Harm (Section 0.459(b)(5))

iconectiv's competitors could gain a competitive advantage in bidding against iconectiv if they had a detailed understanding of iconectiv's capital structure, costs and matters related to the compensation of employees.

6. Identification of Any Measures Taken to Prevent Unauthorized Disclosure (Section 0.459(b)(6))

iconectiv does not make the Confidential Information publicly available. This information is subject to a nondisclosure agreement between the parties to the Stock Purchase Agreement and would not be disclosed without a non-disclosure agreement or equivalent confidentiality obligation.

7. Identification of Whether the Information Is Available to the Public and the Extent of Any Previous Disclosure of the Information to Third Parties (Section 0.459(b)(7))

iconectiv has not made the Confidential Information publicly available in this form at this level of detail.

8. Justification of the Period During Which the Submitting Party Asserts That Material Should Not Be Available for Public Disclosure (Section 0.459(b)(8))

iconectiv requests that the information remain confidential for five years, because its disclosure during that time could give iconectiv's competitors insights into how to compete with iconectiv or prejudice it in transactions.

9. Any Other Information That the Party Seeking Confidential Treatment Believes May Be Useful in Assessing Whether Its Request for Confidentiality Should Be Granted (Section 0.459(b)(9))

The provisions of the Stock Purchase Agreement subject to this request also would qualify for Exemption 4 of the Freedom of Information Act. Exemption 4 protects information that is (i) commercial or financial; (ii) obtained by a person outside of the government; and (iii) privileged or confidential. 5 U.S.C. § 552(b)(4).

Sincerely,

John T. Nakahata
Counsel to Telcordia Technologies, Inc. d/b/a iconectiv

Attachment

cc: Ann Stevens
Neil Dellar
Michele Sclater

RESPONSE TO INFORMATION AND DOCUMENTATION REQUESTS NOS. 6, 7, 9 (STOCK PURCHASE AGREEMENT ONLY), 10 AND 11

6. What is the purpose of the requirement that the Independent Directors be "reasonably acceptable" to FP Investors?

This provision is a customary minority investor right that ensures that the Independent Directors have the requisite industry knowledge and/or boardroom experience to guide the business, appropriately discharge their fiduciary duties and act in the best interests of all of its shareholders. It protects FP's substantial investment in iconectiv. *See* Request at 19. This provision is not intended, and cannot function, to provide FP with the ability to veto qualified Independent Director candidates because it is limited by a reasonableness standard.

Currently, new Independent Directors are designated jointly by the Ericsson stockholders and the then-serving Independent Directors. FP's approval right provides a non-Ericsson stockholder with the ability to assess the candidate's credentials, further diluting the influence of Ericsson into iconectiv's board composition and further buttressing iconectiv's neutrality.

7. The independent directors' voting power is being reduced from a simple majority to a plurality. Please explain how this reduction in voting power improves iconectiv's neutrality (assuming that iconectiv needs protection from the influence of Ericsson and FP).

One of the most important aspects of this transaction from a neutrality perspective is the introduction of a second significant shareholder into Telcordia. The expansion of the board to include new directors for FP (a) further diminishes the influence of Ericsson on the board, (b) adds two individuals who have no neutrality issues, and (c) expands the scope of the duties of the independent directors to a stockholder whose sole motivation is financial. The independent directors will continue to constitute the largest voting block on the board and, together with either the CEO or the FP directors, a substantial check against any undue influence that would jeopardize Telcordia's neutrality as LNPA. As compared with the current single-owner structure with a majority of independent directors, the new structure is one in which the independent directors unambiguously owe fiduciary duties to both FP and Ericsson as shareholders of Telcordia, and not just to Ericsson.

The question posits a hypothetical situation in which the Commission might be concerned about simultaneous undue influence from the four non-independent directors—so a scenario in which both FP directors, the Ericsson director and the CEO align to take an action in favor of one or more TSPs over the objection of the independent directors. There is no reason whatsoever to believe that Ericsson and FP have common interests, let alone that overlap with whatever the CEO's interests may be. FP's investments show this to be the case. Indeed, the Commission has taken measures to address concerns about Ericsson's neutrality and FP does not have any significant interests in TSPs that could present an undue influence concern. Thus, even though the independent directors no longer constitute a majority of the board, the new structure *improves* Telcordia's neutrality by adding two more directors not affiliated with Ericsson, and expanding the fiduciary duties of each of the independent directors to include a responsibility to a significant stockholder other than Ericsson. *See* Request at 15.

Moreover, FP is neutral and presents no undue influence concerns. Even assuming there were any potential undue influence concerns, which FP disputes, under the new structure, the majority of the directors (the three independent directors and the CEO of Telcordia) will continue to be unaffiliated with any of the shareholders. This means that even in the hypothetical scenario where the Ericsson director and the two FP directors desire to act in concert to take a particular non-neutral action, they would not have the power to cause Telcordia to do so. This is consistent with and directly analogous to conditions applied to Neustar after Warburg acquired its interest, in which Warburg was limited to representation in 40% of the board seats (two of five) with the remainder occupied by a plurality of independent directors (two of five) plus the Neustar CEO.[1]

9. . . . Please provide a copy of the Share Purchase Agreement.

See Attachment A.

10. Please explain further how the proposed revisions to Section 1.2 of the Voting Trust allow the Trustees to vary the composition of the Board in a way that preserves the ratio of independent directors to other board members as stated on page 18 of the Request?

We appreciate the opportunity to clarify the way that the proposed revisions to Section 1.2 of the Voting Trust would operate. The revisions to Section 1.2 do not permit the Voting Trustees to vary the composition of the Board. The composition of the Board is set pursuant to Section 5.3 of the Stockholders Agreement (*see* Ex. 2 to the Telcordia/FP Investors Request). The Voting Trustees have the unrestricted ability to reject any nominee for failure to meet the Neutrality Requirements (as defined in the Voting Trust). The proposed revisions to Section 1.2 only prohibit the Voting Trustees from rejecting a director-nominee on grounds other than neutrality as this would undercut the agreement between the parties as to board composition in the Stockholders Agreement. In other words, nothing in the added language can be construed to compel the Trustees to approve a director that does not meet the Neutrality Requirements, even though rejection of that director means that the Board would not meet the specifications of Section 5.3 pending nomination and Trustee approval of an additional director. It is incumbent on Ericsson, FP Investors and the existing independent directors to present nominees that can meet the neutrality requirements. So long as such neutrality requirements are met, as determined by the Voting Trustees, the Voting Trustees would abide by the parties' nominees to the Board. The purpose of this provision is to ensure that the Voting Trustees do not frustrate the investor protections afforded to Ericsson and FP Investors by virtue of their ability to designate members of the Board of Directors.

11. Please explain the purpose and intent of adding Sections 1.3(h) and (i) to the Voting Trust? Is it anticipated that matters falling within those Sections would be approved by

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[1] *Warburg Transfer Order* ¶ 12; *see also North American Numbering Plan Administration Neustar, Inc. Request to Allow Certain Transactions Without Prior Commission Approval and to Transfer Ownership*, Order, 19 FCC Rcd. 16982, 16988 ¶ 13 (2004) ("*Neustar Ownership Order*").

the Commission prior to a vote or is it intended that the Commission would be given notice after the vote?

Under the Stockholders Agreement, Telcordia and the FP Investors have agreed that neither party may vote to take certain actions—including amending Telcordia's organizational documents or entering into a non-compensatory agreement with any stockholder—without the prior written consent of the other stockholder. *See* Stockholders Agreement § 5.5. The additions to Sections 1.3(h) and (i) enable Ericsson to assure FP that Ericsson has the power to provide the stockholder's consent to these actions, which were not previously included in Section 1.3 of the Voting Trust. As explained in the Request (*see* pg. 19-20), Sections 1.3(h) and (i) specifically exclude the power of Ericsson or FP to direct the Voting Trustees on issues that affect the neutrality requirements; accordingly, these issues do not implicate neutrality, and the neutrality protection that the Voting Trust provides remains in place.

With respect to whether the Commission receives notice prior to or after a vote, these provisions do not change existing law and Commission precedent. If the matter is one for which the Commission requires prior approval, then irrespective of when a vote occurred, it could not become effective absent the Commission's prior approval. If the matter is one for which the Commission only needs after-the-fact notice, then the Commission would receive notice only.

Attachment A

STOCK PURCHASE AGREEMENT

by and among

Telcordia Technologies, Inc.,

FP-Icon Holdings, L.P.,

and

for the limited purposes set forth herein,

Ericsson Holding II Inc.

dated

February 28, 2017

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "***Agreement***"), dated as of February 28, 2017, is entered into by and among Telcordia Technologies, Inc., a Delaware corporation (the "***Company***"), FP-Icon Holdings, L.P., a limited partnership organized under the laws of the Cayman Islands (the "***Investor***"), and, solely with respect to Sections 2.5(b), 2.6, 5.7, 5.11, 5.13, 5.15, 7 and 9 and any other sections expressly applicable to Ericsson, Ericsson Holding II Inc., a Delaware corporation ("***Ericsson***"). The Investor, the Company and Ericsson are each referred to herein as a "***Party***" and collectively or in various combinations as the "***Parties***." Certain terms used herein are defined in Section 1.

RECITALS

WHEREAS, the Company proposes to issue and sell to the Investor and the Investor proposes to acquire and purchase from the Company, upon the terms and conditions set forth herein, an aggregate of 200 shares of Preferred Stock, par value $0.001 per share, of the Company (the "***Preferred Stock***"), and

WHEREAS, [redacted]

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 Certain Definitions.

(a) As used herein the following terms have the meanings specified below:

"***Accounting Principles***" means the accounting principles, methods and practices utilized in preparing the Financial Statements, applied on a consistent basis.

"***Affiliate***" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person. References to "control" in relation to any entity means the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the management of such entity and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity.

"***Amended Certificate***" means the Fifth Amended and Restated Certificate of Incorporation, to be filed with the Delaware Secretary of State by the Company on the Closing

Date, substantially in the form of Exhibit A (as modified by mutual agreement of the Parties to move certain provisions into the Stockholders Agreement for confidentiality purposes).

"***Business Day***" means any day other than Saturday, Sunday or a legal holiday that banks located in New York, New York and Stockholm, Sweden are authorized or required by Law to be closed.

"***Business Product*"** means all Software, products and related documentation and materials and other products and services from which the Company currently derives material revenue from the sale, license, maintenance or provision thereof.

"***Cash***" means an amount equal to all cash and cash equivalents of the Group Companies (including all cash and cash equivalents transferred to the Company by Ericsson and its Affiliates (other than the Group Companies) pursuant to Section 5.9) plus all checks received by the Group Companies but not yet deposited or credited to the accounts of the Group Companies (other than cash and cash equivalents that are subject to restrictions or limitations on the use or distribution thereof by Law or Contracts) less all checks written and ACH transfers made by the Group Companies but not yet debited to the accounts of the Group Companies.

"***Closing Net Cash Amount***" means the amount of Cash as of the Reference Time minus all Indebtedness of the Group Companies as of the Reference Time.

"***Closing Net Cash Excess***" means an amount equal to the excess of (a) the Estimated Closing Net Cash Amount minus (b) the Target Closing Net Cash Amount.

"***Closing Net Cash Shortfall***" means an amount equal to the excess of (a) the Target Closing Net Cash Amount minus (b) the Estimated Closing Net Cash Amount.

"***Closing Working Capital Amount***" means the amount equal to (a) those current assets of the Group Companies specified in Schedule A, minus (b) those current liabilities of the Group Companies specified in Schedule A, in each case determined as of the Reference Time in accordance with the Accounting Principles. For the avoidance of doubt, no deferred Tax assets or any amounts taken into account in the calculation of Closing Net Cash Amount shall be taken into account in determining the Closing Working Capital Amount.

"***Closing Working Capital Excess***" means an amount equal to the excess of (a) the Estimated Closing Working Capital Amount minus (b) the Target Closing Working Capital Amount.

"***Closing Working Capital Shortfall***" means an amount equal to the excess of (a) the Target Closing Working Capital Amount minus (b) the Estimated Closing Working Capital Amount.

"***Code***" means the U.S. Internal Revenue Code of 1986, as amended.

"***Company Fully Diluted Equity***" means, as of any date of determination, all of the Company's issued and outstanding Equity Securities as of such date, including all of the Preferred Stock and Common Stock.

"***Company Intellectual Property***" means all Intellectual Property that is owned by any Group Company or used by any Group Company pursuant to any Contract in the conduct of their respective business.

"*Company IT Assets*" means the material computer hardware, systems and networks used by the Company in the conduct of its business as currently conducted.

"***Company Promissory Note***" means that certain promissory note, issued on February 28, 2017 by the Company in favor of Ericsson, as a dividend duly declared and paid by the Company to Ericsson, in an initial aggregate principal amount equal to Two Hundred Million Dollars ($200,000,00).

"***Company Subsidiary***" means each Person which is a Subsidiary of the Company.

"***Company Transaction Expenses***" means the fees, expenses and other similar obligations of, or amounts incurred or payable by the Company or its Subsidiaries that have not been paid in full prior to the Closing, in each case in connection with the preparation, negotiation, execution or performance of this Agreement, the Transaction Documents, or the consummation of the transactions contemplated hereby or thereby, including, all fees and expenses of all representatives of Ericsson, the Company and its Subsidiaries, including attorneys, accountants and financial advisors, but excluding the fees and expenses reimbursable to the Investor and Ericsson, respectively, pursuant to Section 9.1.

[redacted]

"***Contract***" means any written and legally binding contract, agreement, instrument, license, commitment, undertaking or arrangement.

"*Data Security Requirements*" means all of the following to the extent relating to data treatment (including the access, collection, storage, transfer and use of data) or otherwise relating to privacy, security, or security breach notification requirements and applicable to the conduct of the Business, or to any of the Business Systems or any Business Product Data: (a) Seller's own published policies; and (b) all applicable Laws.

"***Deferred Capital Expenditures***" means capital expenditures that are budgeted to be spent prior to the Closing as set forth in Annex A but are not spent prior to the Closing.

[redacted]

"***Encumbrance***" means any mortgage, lien, pledge, charge, security interest, encumbrance, title retention agreement, option, right of first refusal or other adverse claim.

"***Environmental Laws***" means any law, regulation, or other applicable requirement relating to (a) releases or threatened release of Hazardous Substance; (b) pollution

or protection of the environment; or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of Hazardous Substances.

"***Equity Securities***" means (a) any and all shares, interests or equivalents in capital stock, equity securities or partnership, membership or other ownership interests of a Person, (b) any security directly or indirectly convertible into or exchangeable or exercisable for any security described in clause (a) hereof, (c) any stock appreciation rights, phantom stock rights or other similar rights of a Person based on the value of any security described in clause (a) hereof, and (d) any warrants, commitments, rights or options, directly or indirectly, to subscribe for or purchase any of the foregoing.

"***Ericsson Tax Consolidated Group****"* means the affiliated group of corporations within the meaning of Section 1504(a) of the Code that has elected to file consolidated U.S. federal income Tax returns, of which Ericsson is the common parent.

"***Ericsson Letter Agreement***" means that letter agreement to be entered into by and between the Investor and Ericsson on the Closing Date substantially in the form of Exhibit B.

"***Ex-Im Laws***" means the Laws of the United States, the European Union and member states of the European Union, in each case relating to export, reexport, transfer, and import controls, including the Export Administration Regulations, the International Traffic in Arms Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, Defence Production Act and Controlled Goods Regulations and the EU Dual Use Regulation.

"***FCC***" means the United States Federal Communications Commission.

"***Fraud***" means, with respect to a Party hereto, an actual and intentional fraud with respect to the making of any representation or warranty in this Agreement (as applicable).

"***Fundamental Representations***" means the representations and warranties of the Company set forth in Sections 3.1 (*Organization, Good Standing, Corporate Power and Qualification*), 3.2 (*Authorization*), 3.6 (*Capitalization*), and 3.22 (*Brokers' and Finders' Fee*).

"***Governmental Authority***" means any United States (federal, state or local) or foreign government, governmental or quasi-governmental, regulatory or administrative authority, agency or commission or any courts or other judicial and arbitral authority.

"***Group Companies***" means, collectively, the Company and the Company Subsidiaries, and each, a "***Group Company***".

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"***IFRS***" means International Financial Reporting Standards, as issued by the International Accounting Standards Board as in effect from time to time.

"***Indebtedness***" means, [redacted]

"***Intellectual Property***" means all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, trade secrets, domain names and mask works, as such exist anywhere in the world.

"***IRS***" means the United States Internal Revenue Service.

"***Knowledge of the Company***," including the phrase "***to the Company's Knowledge***" means the actual knowledge, after reasonable inquiry, of [redacted]

"***Law***" means, collectively, all U.S. or foreign federal, state, provincial or local statute, law, ordinance, common law, judgment, decree, regulation, rule, code, Order, other requirement or rule of law.

"***LNPA Contract***" means, collectively, the Contracts entered into between the Company and North American Portability Management LLC for each of the seven US regions, as the same may be amended, supplemented, extended or otherwise modified from time to time in accordance with their respective terms.

[redacted]

"***Loss***" means any loss, liability, settlement payment, judgment, cost, damage, penalty, fine or expense, including reasonable and documented attorneys' fees and out-of-pocket expenses, suffered or incurred by such Person; provided, that Loss shall exclude any punitive or special damages, except any such Losses that are recovered by a third party in connection with a Third Party Claim.

"***Material Adverse Effect***" means, with respect to the Group Companies, any change, event, condition, state of facts, circumstances, development, effect or occurrence (each,

a "***Change***") that, individually or in the aggregate with all other Changes, (a) does, or would reasonably be expected to, materially impair the ability of the Company to timely consummate the Transactions or (b) results, or would reasonably be expected to result, in a material adverse effect on the business, assets, financial condition or results of operations of the Group Companies, taken as a whole; *provided*, that, with respect to the foregoing clause (b), in no event shall any of the following be taken into account in the determination of whether a Material Adverse Effect has occurred: (i) any Change in any applicable Law, IFRS or the interpretation or enforcement thereof, in each case solely to the extent occurring after the date hereof; (ii) any Change resulting from conditions affecting any of the industries in which the Group Companies operate or from changes in financial, credit or capital markets, in the United States or in any other country or region in the world, or general economic, social or political conditions; (iii) any Change resulting from an outbreak or escalation of hostilities, acts of terrorism, military action, political instability or other national or international calamity, crisis or emergency, an act of God, flood, hurricane, earthquake or other natural disaster or any governmental or other response to any of the foregoing, in each case whether or not involving the United States; (iv) widespread interruptions of essential utilities or disruptions of transportation or communication networks, (v) any Change resulting from the announcement or pendency of this Agreement, the other Transaction Documents and the Transactions; (vi) any Change resulting from compliance with the terms and conditions of this Agreement by the Group Companies or any action by the Group Companies permitted to be taken by this Agreement and consented to or requested in writing by the Investor; or (vii) the failure of the Group Companies to meet any internal or published plans, expectations, projections, forecasts, estimates, predictions or budgets for any period (although the facts and circumstances that may have given rise or contributed to any such failure that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect); provided, that "Material Adverse Effect" shall include any Change described in clauses (i) through (iv) above to the extent that such Change disproportionately adversely impacts the Group Companies, taken as a whole, in a negative manner relative to other companies in the industries in which the Group Companies operate. For the avoidance of doubt, a Material Adverse Effect shall be measured only against past performance of the Group Companies, taken as a whole, and not against any forward-looking statements, financial projections or forecasts of the Group Companies.

"***Order***" means any judgment, determination, order, writ, decree, injunction, arbitration award, license, authorization, agency requirement, treaty or permit of any Governmental Authority.

"***Organizational Documents***" means, with respect to an entity, the certificate of incorporation, by-laws, articles of organization, memorandum of association, articles of association, operating agreement, certificate of formation or similar governing documents of such entity.

"***Percentage Interest***" has the meaning assigned to such term in the Stockholders Agreement.

"***Permitted Encumbrances***" means (i) Encumbrances for Taxes, assessments and other government charges not yet due and payable or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance

with IFRS; (ii) mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like Encumbrances arising in the ordinary course of business of the Group Companies not yet due and payable or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with IFRS; (iii) Encumbrances relating to the transferability of securities under applicable securities Laws; (iv) Encumbrances securing payments under capitalized leases; (v) Encumbrances that arise under local, state and federal Laws, including, without limitation, zoning or planning restrictions, and utility lines, easements, permits, covenants, conditions, restrictions, rights-of-way and other restrictions or limitations on the use of real property, which are not violated by continued use of such property for the purposes for which the property is currently being used by the Group Companies; (vi) Encumbrances incurred in the ordinary course of business, consistent with past practice, in connection with workers' compensation, unemployment insurance and other types of social security or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return of money bonds and similar obligations; (vii) licenses of Company Intellectual Property rights granted in the ordinary course of business; and (viii) the Encumbrances expressly disclosed in the Financial Statements or any schedules to this Agreement.

"***Person***" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

"***Reference Time***" means 11:59 p.m. New York time on the date immediately prior to the Closing Date.

[redacted]

"Sanctioned Country" means any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws. As of the date hereof, the Sanctioned Countries are Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine.

"Sanctions Laws" means the Laws relating to economic or trade sanctions administered or enforced by the United States (including by OFAC or the U.S. Department of State) and the European Union.

"Sanctioned Person" means any individual or entity that is the target of sanctions or restrictions under Sanctions Laws or Ex-Im Laws, including: (i) any individual or entity listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including, without limitation, OFAC's Specially Designated Nationals and Blocked Persons List and the European Union Consolidated List; or (ii) any entity that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by a person or persons described in clause (i).

"***Stockholders Agreement***" means the Stockholders Agreement to be entered into by and among the Company, the Investor and Ericsson on the Closing Date substantially in the form of Exhibit C.

"***Subsidiary***" means, with respect to a specified Person, any corporation, partnership, limited liability company, limited liability partnership, joint venture, or other legal entity of which the specified Person (either alone and/or through and/or together with any other Subsidiary) (i) directly or indirectly owns or controls securities or other interests representing more than 50% of the voting power of such Person, or (ii) is entitled, by Contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other equivalent governing body.

[redacted]

"***Target Closing Net Cash Amount***" means, as of any date of determination, the amount set forth opposite such date on Schedule C.

"***Target Closing Working Capital Amount***" means, as of any date of determination, the amount set forth opposite such date on Schedule B.

"***Tax*** and, collectively, "***Taxes***" mean any and all federal, state, provincial, local, foreign and other taxes, levies, fees, imposts, duties, and similar governmental charges (including any interest, fines, assessments, penalties or additions to tax imposed in connection therewith or with respect thereto) including, without limitation (x) taxes imposed on, or measured by, income, franchise, profits or gross receipts, and (y) ad valorem, value added, capital gains, sales, goods and services, use, real or personal property, capital stock, license, branch, payroll, estimated, withholding, employment, social security (or similar), unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes, and customs duties.

"***Tax Sharing Agreement***" means any Contract that provides for the allocation, apportionment, sharing or assignment of any Tax liability or benefit; provided, that such term shall not include Contracts entered into in the ordinary course of business that are not primarily related to Taxes.

[redacted]

"***Transaction Documents***" means, collectively, this Agreement, the Amended Certificate, the Stockholders Agreement, [redacted], the Ericsson Letter Agreement, [redacted], the Amended Voting Trust Agreement, the Amended Bylaws, the Amended Code of Conduct and [redacted].

"***Voting Trust Agreement***" means that certain Voting Trust Agreement, dated as of July 29, 2016 by and among Ericsson, Telefonaktiebolaget LM Ericsson, and the Trustees (as

defined therein), as the same may be amended, supplemented or modified from time to time in accordance with its terms (including in connection with the consummation of the Transactions).

"***Willful Breach***" means, with respect to any representation, warranty, agreement or covenant in this Agreement, a deliberate action or omission (including a failure to cure circumstances) where the breaching party knows such action or omission is or would reasonably be expected to result in a breach of such representation, warranty, agreement or covenant, it being understood that such term shall include, in any event, the failure to consummate the Closing when required to do so by this Agreement.

(b) Terms defined elsewhere in this Agreement:

Term	**Section**
Accounting Firm	2.6(d)
Action	3.7
Agreement	Preamble
Amended Bylaws	5.12
Amended Code of Conduct	5.12
Amended Voting Trust Agreement	5.12
Anti-Corruption Laws	3.21(a)
Cap	8.3(b)
Change	1.1(a)
Closing	2.3
Closing Date	2.3
Closing Statement	2.6(d)
Common Stock	3.6(a)
Company	Preamble
Company Closing Certificate	2.5(b)(ii)
Company Employee Plans	3.15(b)
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2. PURCHASE AND SALE.

2.1 Purchase and Sale of Shares. Subject to the terms and conditions herein set forth, the Company agrees that it shall issue and sell to the Investor, and the Investor agrees that it shall acquire and purchase from the Company, on the Closing Date, 200 shares (free of Encumbrances, other than Permitted Encumbrances) (the "***Purchased Shares***") of Preferred Stock for an aggregate purchase price of Two Hundred Million Dollars ($200,000,000.00) (the "***Purchase Price***").

2.2 Powers, Rights and Preferences.

(a) The Company shall file the Amended Certificate on the Closing Date with the Secretary of State of the State of Delaware.

(b) The Preferred Stock shall have the powers, rights and preferences set forth in the Amended Certificate.

2.3 Closing. Subject to the terms and conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "***Closing***") shall take place at the offices of Paul, Weiss, Rifkind, Wharton & Garrison, LLP, 1285 Avenue of the Americas, New York, New York 10019 or at such other location as the Parties hereto agree, at 10:00 A.M. local time on the second (2nd) Business Day following satisfaction or waiver of all closing conditions set forth in Section 6 (other than those conditions that by their nature are to be satisfied at the Closing but subject to the satisfaction or waiver of such conditions at the Closing), or at such other time or location as shall be agreed upon by the Investor and the Company. The date on which the Closing actually takes place is referred to in this Agreement as the "***Closing Date***".

2.4 Use of Proceeds. The Company shall use Two Hundred Million Dollars ($200,000,000) of the proceeds from the Purchase Price to pay all amounts owed to Ericsson under the Company Promissory Note.

2.5 Closing Deliveries.

(a) Subject to the terms and conditions set forth in this Agreement, on the Closing Date, the Investor shall deliver to the Company the following:

(i) payment of the Purchase Price by wire transfer of immediately available funds to an account designated by the Company no later than two (2) Business Days prior to the Closing Date;

(ii) a certificate, signed by a duly authorized representative of the Investor and dated as of the Closing Date, certifying that the conditions set forth in Sections 6.3(a) and (b) have been satisfied on and as of such date;

(iii) the Stockholders Agreement, duly executed by the Investor, and

(iv) the Ericsson Letter Agreement, duly executed by the Investor.

(b) Subject to the terms and conditions set forth in this Agreement, on the Closing Date, the Company (and Ericsson with respect to items (iii), (iv), (v), (vi) and (vii)) shall deliver or cause to be delivered to the Investor the following:

(i) a stock certificate representing the Purchased Shares issued to the Investor;

(ii) a certificate, signed by a duly authorized officer of the Company and dated the Closing Date, certifying that the conditions set forth in Sections 6.2(a) and (b) have been satisfied on and as of such date (the "***Company Closing Certificate***");

(iii) the Ericsson Letter Agreement, duly executed by Ericsson and the Company;

(iv) the Stockholders Agreement, duly executed by the Company and the other parties thereto (other than the Investor);

(v) [redacted]

(vi) [redacted]; and

(vii) the Amended Voting Trust Agreement, duly executed by the parties thereto, and evidence that the Amended Bylaws and the Amended Code of Conduct have been put in place.

2.6 Closing Working Capital Amount and Closing Net Cash Amount.

(a) No later than three (3) Business Days prior to the Closing Date, Ericsson shall deliver to the Investor a written closing statement (the "***Estimated Statement***") setting forth its good faith estimate of the Closing Working Capital Amount and the Closing Net Cash Amount. During the period of time from and after the delivery of the Estimated Statement through the Closing Date (the "***Pre-Closing Review Period***"), the Company shall provide to the Investor, any supporting information and documentation reasonably requested by the Investor that is reasonably necessary to verify the estimated Closing Working Capital Amount and Closing Net Cash Amount. During the Pre-Closing Review Period, the Company shall afford to the Investor and any accountants, counsel or financial advisers retained by the Investor solely for the purposes of reviewing the Estimated Statement in accordance with this Section 2.6(a), reasonable access, during normal business hours upon reasonable advance notice, to the books and records and the Chief Financial Officer of the Company relevant to the review of the Estimated Statement in accordance with this Section 2.6(a). If the Investor disagrees with the Estimated Statement, Ericsson and the Investor will in good faith attempt to negotiate a resolution of such disagreement and any revised amounts agreed in writing shall be used for purposes of determining such estimates; provided, however, in the event of any failure to negotiate or resolve any disagreement as of the Closing, the Closing shall occur based on Ericsson's estimate of the Closing Working Capital Amount and Closing Net Cash Amount. The estimate of the Closing Working Capital Amount determined in accordance with this Section 2.6(a) is referred to herein as the "***Estimated Closing Working Capital Amount***". The estimate of the Closing Net Cash Amount determined in accordance with this Section 2.6(a) is referred to herein as the "***Estimated Closing Net Cash Amount.***"

(b) [redacted]

(d) Within sixty (60) days after the Closing Date, the Investor shall deliver to Ericsson a statement (the "***Closing Statement***"), setting forth the Investor's good faith determination of Closing Working Capital Amount and Closing Net Cash Amount, prepared in accordance with the Accounting Principles and without giving effect to any action taken by any Group Company after the Reference Time. The Company shall, and shall cause any Group Company to, reasonably cooperate with the Investor in the preparation of the Closing Statement. The Closing Statement shall become final and binding upon the Parties on the thirtieth (30th) day following the date on which the Closing Statement was delivered to Ericsson, unless Ericsson delivers written notice of its disagreement with the Closing Statement (a "***Notice of Disagreement***") to the Investor prior to such date. Any Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted. If a Notice of Disagreement is received by the Investor in a timely manner, then the Closing Statement (as revised in accordance with this sentence) shall become final and binding upon Ericsson and the Investor on the earlier of (A) the date Ericsson and the Investor resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement and (B) the date any disputed matters are finally resolved in writing by the Accounting Firm. During the fourteen (14)-day period following the delivery of a Notice of Disagreement, Ericsson and the Investor shall seek in good faith to resolve in writing any differences that they may have with respect to the matters specified in the Notice of Disagreement. If at the end of such fourteen (14)-day period Ericsson and the Investor have not resolved in writing the matters specified in the Notice of Disagreement, Ericsson and the Investor shall submit to a mutually agreed nationally recognized independent public accounting firm (the "***Accounting Firm***") for arbitration, in accordance with the standards set forth in this Section 2.6(d), only matters that remain in dispute. Ericsson and the Investor shall use reasonable efforts to cause the Accounting Firm to render a written decision resolving the matters submitted to the Accounting Firm within thirty (30) days of the receipt of such submission. The scope of the disputes to be resolved by the Accounting Firm shall be limited to correcting mathematical errors and determining whether the items in dispute were determined in

accordance with the Accounting Principles and the Accounting Firm is not to make any other determination, including any determination as to whether the Target Closing Working Capital Amount is correct. The Accounting Firm's decision shall be based solely on written submissions by Ericsson and the Investor and their respective representatives and not by independent review and shall be final and binding on all of the Parties. The Accounting Firm may not assign a value greater than the greatest value for such item claimed by either Party or smaller than the smallest value for such item claimed by either Party. Judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the Party against which such determination is to be enforced. The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.6(d) shall be borne pro rata as between Ericsson, on the one hand, and the Investor, on the other hand, in proportion to the final allocation made by such Accounting Firm of the disputed items weighted in relation to the claims made by Ericsson and the Investor, such that the prevailing Party pays the lesser proportion of such fees, costs and expenses. For the purposes of this Agreement, "***Final Closing Working Capital Amount***" means the Closing Working Capital Amount as finally agreed or determined in accordance with this Section 2.6(d) and "***Final Closing Net Cash Amount***" means the Closing Net Cash Amount as finally agreed or determined in accordance with this Section 2.6(d).

(e) [redacted]

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

Except as disclosed in the disclosure schedules delivered to the Investor by the Company on the date hereof concurrently with the execution of this Agreement (the "***Disclosure Letter***"), the Company hereby represents and warrants to the Investor as follows:

3.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized and validly existing under the laws of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted. The Company is duly qualified to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so qualified or in good standing would not reasonably be expected to have a Material Adverse Effect.

3.2 Authorization. The Company has all requisite corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby (collectively, the "***Transactions***"), and, subject to the filing of the Amended Certificate contemplated in this Agreement, has taken all necessary corporate action required for the due authorization, execution, delivery and performance by the Company of this Agreement and the other Transaction Documents and the consummation by the Company of the Transactions and no other action on the part of the Company is necessary to authorize the Transaction Documents or the consummation by the Company of the Transactions. The execution, delivery and performance by the Company of this Agreement and each of the other Transaction Documents and the consummation by the Company of the Transactions have been duly authorized by all necessary corporate action on the part of the Company, and, subject to the filing of the Amended Certificate contemplated in this Agreement, each such agreement constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally and by general equitable principles.

3.3 Non-contravention. Except as set forth in Section 3.3 of the Disclosure Letter, the execution, delivery and performance of this Agreement and each of the other Transaction Documents by the Company and the consummation by the Company of the Transactions (including the issuance and reservation for issuance, as applicable, of the Purchased Shares) will not, (a) violate or result in a violation of the Organizational Documents of Ericsson or any Group Company, or the Voting Trust Agreement, (b) conflict with or result in the breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give rise to any right of termination or cancellation under, any Material Contract or Permit, (c) result in a violation of any Law or Order applicable to any Group Company or by which any property or asset or the business of any Group Company is bound or affected or (d) result in the creation of any Encumbrances upon any of the properties or assets of any Group Company (other than Permitted Encumbrances), except in the case of clauses (b) through (d), as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect or to prevent the Company's performance of its obligations under this Agreement or the other Transaction Documents.

3.4 Consents and Filings. Except as set forth in Section 3.4 of the Disclosure Letter, no consent, approval or authorization of, or registration, qualification or filing with, or notice to any Governmental Authority or any other Person is required for the execution and delivery by the Company of this Agreement, the other Transaction Documents or the consummation of the transactions contemplated hereby and thereby

3.5 Company Subsidiaries.

(a) Each Company Subsidiary is a corporation, limited liability company or other legal entity duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization to the extent such concept is recognized under the Laws of such Company Subsidiary's jurisdiction of organization. Each Company Subsidiary has all requisite power and authority to own, lease and operate its properties and assets and to carry on its

business as currently conducted. Each Company Subsidiary has filed all necessary documents to qualify and is qualified to do business as a foreign corporation in, and each Company Subsidiary is in good standing (in jurisdictions that recognize the concept) under the Laws of each jurisdiction in which the conduct of such Company Subsidiary's business or the nature of the property owned, leased or used requires such qualification, except where the failure to so qualify would not have a Material Adverse Effect. Section 3.5 of the Disclosure Letter accurately sets forth each Company Subsidiary, its name, place of incorporation or formation and, if not wholly owned directly or indirectly by the Company, the record ownership as of the date of this Agreement of all capital stock or other equity interests issued by such Company Subsidiary. Except for the Company Subsidiaries set forth in Section 3.5 of the Disclosure Letter, the Company does not own any capital stock, membership interests, security or other equity interest in any other Person.

(b) Neither the Company nor any Company Subsidiaries has granted or agreed to grant to any Person (i) the right to require the Company or any Company Subsidiaries to sell or otherwise dispose of any equity interests in the Company or any such Company Subsidiary, or (ii) any tag-along right, drag-along right or any other similar rights with respect to the equity interests of the Company or any such Company Subsidiary. Neither the Company nor any Company Subsidiary is obligated to make any investment or capital contribution to any Person and no such right will be triggered as a result of the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

3.6 Capitalization.

(a) Except as otherwise contemplated in the Amended Certificate to be filed on the Closing Date with the Secretary of State of the State of Delaware, the authorized capital stock of the Company consists of 1,000 shares of Common Stock of the Company, par value $0.01 per share (the "***Common Stock***"), of which 1,000 shares are issued and outstanding and owned beneficially by Ericsson (free of Encumbrances, other than Permitted Encumbrances), subject to the Voting Trust Agreement.

(b) The filing of the Amended Certificate, the designation of 200 shares of Preferred Stock and the issuance of the Purchased Shares have been duly authorized, and upon the consummation of the Transactions as contemplated by this Agreement, will be fully paid and non-assessable and, assuming the accuracy of the representations and warranties of the Investor in this Agreement, will be issued in compliance with all applicable Laws, free and clear of any Encumbrances (other than those created by the Investor and under the Amended Certificate and the Stockholders Agreement), and are not subject to preemptive rights created by statute, the Organizational Documents of the Company, or any Contract to which the Company is a party or by which the Company is bound.

(c) Except as set forth on Section 3.6(c) of the Disclosure Letter or as contemplated by the Transaction Documents, there are no options, warrants, restricted stock awards or units, calls, rights, commitments or agreements to which the Company is a party or by which the Company is bound, obligating the Company to issue, deliver, sell, repurchase or redeem or cause to be issued, delivered, sold, repurchased or redeemed, any shares of capital

stock of the Company, or obligating the Company to grant, extend, accelerate the vesting of, change the price of, or otherwise amend or enter into any such option, warrant, call, right, commitment or agreement. There are no outstanding or authorized stock appreciation, dividend equivalent, phantom stock, profit participation, or other similar rights with respect to the Company or any of its securities.

(d) Except as set forth in the Transaction Documents, the Voting Trust Agreement and Section 3.6(d) of the Disclosure Letter, (i) there are no Contracts relating to the purchase or sale of any capital stock of the Company between or among the Company and any other Person and (ii) none of the outstanding shares of Common Stock are subject to any right of repurchase or first refusal or similar right in favor of the Company or any third party, and (iii) there are no agreements or arrangements relating to the voting or registration of, or restricting the Company from purchasing, selling, pledging or otherwise disposing of (or granting any option or similar right with respect to), any shares of capital stock of the Company.

(e) Immediately after giving effect to the Closing and without giving effect to any issuance of any rights under the Incentive Plan, the Purchased Shares shall represent, after full distribution of the Liquidation Preference (as such term is defined in the Amended Certificate) of the Preferred Stock, 16.67% of the Company Fully Diluted Equity.

(f) Immediately after giving effect to the Closing, the holders, beneficially and of record, of the shares of capital stock of each of the Equity Securities of the Company (in each case, which will be free of Encumbrances, other than Permitted Encumbrances) shall be as set forth on Schedule 3.6(f).

3.7 Litigation. Except as set forth in Section 3.7 of the Disclosure Letter, as of the date hereof, (a) there is no and in the past three (3) years has been no material legal action, suit, arbitration, claim, mediation, hearing, audit, inquiry, investigation, charge, complaint or proceeding ("***Action***") pending before any Governmental Authority or, to the Company's Knowledge, threatened in writing against or involving any Group Company or their respective properties, assets or business and (b) no Group Company is subject to any material Order in respect of any Group Company or any of their respective properties, assets or business.

3.8 Intellectual Property.

(a) Section 3.8(a) of the Disclosure Letter sets forth all Company Intellectual Property owned by the Company or any Company Subsidiary that is registered or subject to a pending application for registration or issuance (collectively, the "***Owned Intellectual Property***"). All of the registrations, issuances and applications set forth on Section 3.8(a) of the Disclosure Letter are, to the Knowledge of the Company, valid, in full force and effect, and enforceable, and have not expired or been cancelled, abandoned or otherwise terminated.

(b) Except as set forth on Section 3.8(b) of the Disclosure Letter, the Company or any Company Subsidiary, as applicable, owns, is licensed to use or otherwise has the right to use all material Company Intellectual Property as of the date hereof, free and clear of any Encumbrances other than Permitted Encumbrances.

(c) The Company and the Company Subsidiaries use reasonable measures to maintain the secrecy of all trade secrets of the Company that are material to the operations of the Company.

(d) Except as set forth on Section 3.8(d) of the Disclosure Letter, to the Knowledge of the Company, the conduct of the business of the Group Companies as currently conducted does not infringe, misappropriate, or otherwise violate the Intellectual Property rights of any third party and no claim is pending or asserted, or has been asserted since January 1, 2015, in writing against any Group Company that the conduct of the business of the Group Companies as currently conducted infringes, misappropriates, or otherwise violates any material Intellectual Property rights of a third party, and the Company has not requested or received any opinions of counsel related to the same in the twelve (12) month period prior to the date hereof. To the Knowledge of the Company, no Person is infringing, misappropriating, or otherwise violating any of the Owned Intellectual Property.

(e) To the Knowledge of the Company, since January 1, 2015, during the conception or reduction to practice of any of the material Owned Intellectual Property, no developer, inventor or other contributor to such Owned Intellectual Property was operating under any grants from any Governmental Entity or subject to any employment agreement, invention and assignment, nondisclosure agreement or other Contract with any Person that could adversely affect the rights of the Company or any of the Company Subsidiaries to the Company Intellectual Property.

(f) Except as would not have a Material Adverse Effect, to the Knowledge of the Company, each present or past employee, officer or consultant who developed any material Owned Intellectual Property has executed a valid and enforceable Contract with the Company or any Company Subsidiary that (i) conveys to the Company or a Company Subsidiary any and all right, title and interest in and to all Intellectual Property developed by such Person in connection with such Person's employment or engagement by the Company or any Company Subsidiary, and (ii) obligates such Person to keep any confidential information of the Company and the Company Subsidiaries confidential both during and after the term of employment or Contract.

(g) To the Knowledge of the Company, the Company possesses or has the right to use all source code and other documentation and materials necessary to compile and operate the Business Products. The Company owns, leases, licenses, or otherwise has, pursuant to a written agreement, the legal right to use all Company IT Assets and such Company IT Assets are sufficient for the needs of the Company's business as of the date hereof. The Company takes, or its Affiliates and Subsidiaries take, commercially reasonable actions consistent with industry standards (and as required by the LNPA Contract) to protect and maintain the operation and security of the Company IT Assets.

(h) The Company is not in material breach or default under any material agreement pursuant to which the Company has obtained the right to use any third party software. The Company currently does not use any open source software or any modification or derivative thereof in a manner that would grant to any Person access to or the right to use any proprietary and confidential source code, which is maintained as confidential by the Company.

(i) The Company is in material compliance with all Data Security Requirements and, to the Knowledge of the Company, as of the date hereof there have not been any actual incidents of data security breaches, unauthorized access or use of any of the Company IT Assets or Business Product Data, or unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Business Product Data, or other notices received relating to Data Security Requirements.

3.9 Material Contracts.

(a) Section 3.9(a) of the Disclosure Letter sets forth all of the following Contracts to which any of the Group Companies is a party or by which it is bound (collectively, the "***Material Contracts***"):

(i) joint venture, partnership, limited liability or other similar Contract or arrangement relating to the formation, creation, operation, management or control of any partnership or joint venture;

(ii) any Contract relating to the acquisition or disposition of any material business, stock or assets and has representations, covenants, escrows, indemnities, purchase price payments or adjustments, "earn-outs" or similar obligations that are still in effect;

(iii) Contracts containing any covenant (x) limiting the right of the any Group Company to engage in any line of business or in any geographic area, or (y) prohibiting any Group Company from engaging in business with any Person;

(iv) Contracts containing "exclusivity" or any similar requirements which would restrict any Group Company with respect to its distribution, licensing, marketing, co-marketing, advertising or product or business development;

(v) Contracts relating to Indebtedness of any Group Company in an amount exceeding [redacted] other than those relating to accounts payable in the ordinary course of business;

(vi) Contracts under which any Group Company is a lessee of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by any third party involving payments by any Group Company of more than [redacted] on an annual basis (unless terminable without payment or penalty upon no more than ninety (90) calendar days' notice);

(vii) the LNPA Contract;

(viii) Contracts with any Governmental Authority, including settlement, conciliation, or similar Contracts, that impose any material obligation or restriction on the Group Companies, taken as a whole;

(ix) Contracts for the purchase by any Group Company of equipment, materials, products, supplies, or services that involved payments in excess of [redacted] in the

aggregate during the fiscal year ended December 31, 2016, other than purchase orders made in the ordinary course of business;

(x) Contracts with a customer of any Group Company that generated revenues of more than [redacted] in the aggregate during the year ended December 31, 2016, other than purchase orders made in the ordinary course of business;

(xi) Contracts that are for the employment of, or receipt of any services from, any director, officer or employee of any Group Company providing for annual base salary in excess of [redacted];

(xii) [redacted];

(xiii) Contracts under which any Group Company has advanced or loaned an amount to any Person, other than employee loans, advance of expenses or trade credit in the ordinary course of business consistent with past practice;

(xiv) any Contract for the development of any material Intellectual Property for use in any Group Company;

(xv) any Contract relating to the provision of co-location, hosting and related services to the Company with annual payments of more than [redacted];

(xvi) any Contracts that are licenses of Intellectual Property from the Company or a Company Subsidiary to any third party or to the Company or a Company Subsidiary from any third party, pursuant to which the Company or any Company Subsidiary has received or made annual payments of more than [redacted], other than in the ordinary course of business consistent with past practice;

(xvii) collective bargaining agreements or other Contracts with any labor organization;

(xviii) all other Contracts requiring payment to or by the Group Companies in excess of [redacted] in any twelve (12) month period (unless terminable without payment or penalty upon no more than ninety (90) calendar days' notice); and

(xix) [redacted]

(b) A true and complete copy of each Material Contract has been made available to the Investor. With respect to each Material Contract: (i) such Material Contract is legal, valid, binding and enforceable and in full force and effect with respect to any of the Group Companies and, to the Company's Knowledge, is legal, valid, binding, enforceable and in full force and effect with respect to each other party thereto, in either case subject to the effect of bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and except as the availability of equitable remedies may be limited by general principles of equity and (ii) none of the Group Companies, nor, to the Company's Knowledge,

any other party is in material breach or default, and to the Knowledge of the Company, no event has occurred that with notice or lapse of time would constitute a material breach or default by any of the Group Companies or by any such other party, or permit termination, modification or acceleration, under such Material Contract.

(c) Schedule 3.9(c)(I) lists the ten (10) largest customers of the Group Companies for the most recent fiscal year, as measured by the dollar amounts of purchases from the Group Companies (the "***Material Customers***"). Schedule 3.9(c)(II) lists the ten (10) largest suppliers of the Group Companies for the most recent fiscal year, as measured by the dollar amounts of purchases therefrom or thereby (the "***Material Suppliers***"). Except as set forth in Schedule 3.9(c)(III), as of the date hereof, no Material Customer or Material Supplier has terminated its relationship (other than by non-renewal of its agreement with the Company or any of its Subsidiaries upon expiration thereof) with the Company or any of its Subsidiaries, nor has the Company or any of its Subsidiaries received written notice or unambiguous oral notice that any Material Customer or Material Supplier intends to stop doing business with the Company or any of its Subsidiaries or, to Knowledge of the Company, materially modify any of the terms (whether related to payment, price, quantity or otherwise) of its relationship in a materially adverse manner (whether as a result of the consummation of the Transaction contemplated hereby or otherwise); provided, that the foregoing shall not apply to negotiations in the ordinary course of business regarding the renewal of an agreement between a Group Company, on the one hand, and a Material Customer or Material Supplier, on the other hand, in anticipation of, or upon, the expiration of such agreement.

3.10 Related Party Transactions.

(a) Except as set forth in Section 3.10(a) of the Disclosure Letter or for inter-company services in the ordinary course of business consistent with past practice, no Group Company is a party to any Contract or arrangement with any stockholder, officer, director or Affiliate of any Group Company, other than another Group Company (each, a "***Related Party***"), under which: (i) any Group Company leases any material real or personal property (either to or from such Related Party), (ii) any Group Company has any material obligations to such Related Party, (iii) any Group Company has any obligations to pay management or other fees to such Related Party, (iv) any Group Company purchases products or services from such Related Party which products or services are material to the conduct of any Group Company's business as currently conducted, (v) any Related Party owns, directly or indirectly, any significant interest in (excepting stock holdings for investment purposes in securities of publicly held and traded companies), or is an equity owner, officer, director of, any Person which is a lessor, lessee, supplier, distributor or customer of, lender to, or borrower from, any Group Company, (vi) any Related Party owns, directly or indirectly, in whole or in part, any tangible or intangible property material to such Group Company's business as currently conducted, or (vii) any Group Company is indebted to or has borrowed money from or lent money to, or is a guarantor or indemnitor of such Related Party.

(b) Except for the issuance of the Company Promissory Note and any distributions or payments made or to be made to Ericsson pursuant to this Agreement, the Company has not declared or made any distributions or dividends with respect to any Equity Securities of the Company since January 1, 2016. The issuance of the Company Promissory

Note has been, and any distributions or payments made or to be made to Ericsson pursuant to this Agreement will have been, made in compliance with applicable Law.

3.11 Property.

(a) Section 3.11(a) of the Disclosure Letter sets forth a list of all leases for real property to which any Group Company is a party or under which any Group Company utilizes real property (collectively, the "***Real Property Leases***"). Each material Real Property Lease is valid, binding, in full force and effect and enforceable against the Group Company party thereto and, to the knowledge of the Company, the other parties thereto. All rent and other sums and charges due from each Group Company on each material Real Property Leases have been paid. No Group Company has received any written notice of any default under any material Real Property Lease and, to the Knowledge of the Company, no event has occurred and no condition exists that, with notice or lapse of time, or both, would constitute a default by any lessee under any material Real Property Leases. Except for Permitted Encumbrances and Real Property Leases, no Group Company has entered into any sublease, license, or similar agreement granting to any Person other than a Group Company the right to use or occupy any material portion of real property currently utilized by the Group Companies pursuant to the Real Property Leases (the "***Leased Real Property***"). Except as otherwise disclosed on Section 3.11(a) of the Disclosure Letter, no consent, approval, waiver, authorization of, or notice to any third party is required to be obtained or made under any material Real Property Lease in connection with the execution, delivery and performance of this Agreement or each other Transaction Document by the Company, or the consummation of the Transactions. The Leased Real Property and the Owned Real Property comprise all of the real property used or intended to be used in the business of the Group Companies. To the Knowledge of the Company, the Leased Real Property is in compliance with all applicable building, zoning, subdivision, health and safety and other land use Laws, and the current use or occupancy of the Leased Real Property or operation of the Group Companies' business thereon does not violate any Real Property Laws in each case, except as would not be material to the Group Companies, in the aggregate.

(b) The Group Companies have valid leasehold interests in or valid rights under Contract to use, free and clear of all Encumbrances other than Permitted Encumbrances, all material tangible personal property. No material Encumbrances (other than Permitted Encumbrances) exist on any of the Group Companies' assets or properties. All material tangible personal property owned or leased by Group Companies is in the aggregate in good operating condition and repair (ordinary wear and tear excepted) and is suitable for its intended purpose.

(c) Section 3.11(c) of the Disclosure Letter sets forth a list as of the date hereof of all of the real property owned by any Group Company (such real property, the "***Owned Real Property***"). The Group Companies have good, valid and marketable title to the Owned Real Property free and clear of any Encumbrances other than Permitted Encumbrances. Other than the Owned Real Property, the Group Companies do not own any real property, and no Group Company is a party to any agreement or option to purchase any real property or interest therein.

3.12 Financial Statements.

(a) The Company has attached to Section 3.12(a) of the Disclosure Letter a true and complete copy of its unaudited consolidated financial statements (collectively, the "***Financial Statements***") (including balance sheet, profit and loss statement and statement of cash flows) as of and for the period ended on December 31, 2016. The Financial Statements are the management financial statements used to operate the business and have been prepared in accordance with IFRS applied on a consistent basis throughout the period indicated and fairly present, in all material respects, the consolidated financial condition and consolidated operating results of the Group Companies as of the date thereof, and for the period indicated therein, subject to the absence of footnotes.

(b) The Company maintains, and has maintained for the period reflected in the Financial Statements, proper and adequate internal accounting controls sufficient to provide reasonable assurance that (i) all transactions are executed in accordance with management's general or specific authorizations and (ii) all transactions are recorded as necessary to permit the accurate preparation of financial statements in accordance with IFRS. None of the Group Companies maintains any "off-balance-sheet arrangement" within the meaning of Item 303 of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended.

3.13 No Undisclosed Liabilities. To the Knowledge of the Company, none of the Group Companies has any liabilities or obligations, contingent or otherwise, other than (i) liabilities or obligations set forth or reserved against in the Financial Statements; (ii) liabilities or obligations incurred in the ordinary course of business subsequent to the date of the Financial Statements, (iii) liabilities or obligations arising under Contracts in the ordinary course of business, (iv) liabilities set forth in Section 3.13 of the Disclosure Letter, liabilities incurred pursuant to the Transaction Documents, or (v) liabilities as would not, individually, exceed [redacted].

3.14 Changes. Since the date of the Financial Statements until the date hereof, except as contemplated by this Agreement and the other Transaction Documents, the Group Companies have conducted their respective business in the ordinary course and there has not been a Material Adverse Effect or any Change that would reasonably be expected to have a Material Adverse Effect.

3.15 Employee Matters.

(a) Except as would not reasonably be expected to result in a Material Adverse Effect, none of the Group Companies is delinquent in payments to any of its current and former employees and other service providers, for any wages, salaries, wage premiums, commissions, bonuses, fees or other compensation for any service performed for it that has come due and payable under applicable Law, Contract, or Group Company policy, and no material fines, taxes, interest, or penalties are owed for any failure to pay or delinquency in paying such compensation or fees. Except as would not reasonably be expected to result in a Material Adverse Effect, each of the Group Companies has complied in all respects with all applicable state and federal equal employment opportunity Laws and with other Laws related to employment and labor, including those related to wages, withholdings, hours, and worker

classification (including the classification of employees as exempt or non-exempt from the overtime pay requirement of the federal Fair Labor Standards Act and similar applicable Laws).

(b) Section 3.15(b) of the Disclosure Letter contains a list, with respect to the Company, each Company Subsidiary and any other Person under common control with the Company or any Company Subsidiary within the meaning of Section 414(b), (c), (m) or (o) of the Code, and the regulations issued thereunder (collectively an "***ERISA Affiliate***") of each plan, program, practice, or other arrangement providing for compensation, incentive, severance, termination pay, bonus, phantom rights, change in control payments, stay or retention payments, deferred compensation, equity or equity based awards, pension, retirement benefits, profit-sharing, savings, disability benefits, medical insurance, dental insurance, health insurance, life insurance, death benefit, other insurance, welfare benefits, fringe benefits including, but not limited to, each "employee benefit plan," within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), which is or has been maintained, contributed to, or required to be contributed to, by the Company, any Company Subsidiary or any ERISA Affiliate for the benefit of any current or former employee or director of any Group Company or with respect to which the Company or any Company Subsidiary has any liability (including on account of an ERISA Affiliate) (collectively, the "***Company Employee Plans***").

(c) Except as set forth on Schedule 3.15(c), neither the Company nor any of its Subsidiaries maintains, sponsors, contributes to or has any liability with respect to (i) any plan, agreement or arrangement that provides (or could require the Company or any of its Subsidiaries to provide) post-employment welfare benefits other than as required under Section 4980B of the Code or any similar applicable law for which the covered individual pays the full cost of coverage, (ii) any plan that is subject to Title IV of ERISA or (iii) any "multiemployer plan" (as such term is defined under Section 3(37) of ERISA), including, in each case, as a consequence of at any time being considered a single employer under Section 414 of the Code with any other Person.

(d) Except as would not be reasonably likely to result in material liability to the Group Companies in the aggregate, each Company Employee Plan has been established and maintained, in form and operation, in accordance with its terms and in compliance with Law, including ERISA or the Code, and all contributions, premiums or other payments that are due have been paid on a timely basis with respect to each Company Employee Plan and no Company Employee Plan is underfunded. Each Company Employee Plan intended to be qualified under Section 401(a) of the Code and each trust intended to qualify under Section 501(a) of the Code has either (i) applied for a favorable determination letter, prior to the expiration of the requisite remedial amendment period under applicable Treasury Regulations or IRS pronouncements, but has not yet received a response; (ii) obtained a favorable determination, notification, advisory and/or opinion letter, as applicable, on which the employer is entitled to rely, as to its qualified status from the IRS; or (iii) still has a remaining period of time to apply for such a determination letter from the IRS and to make any amendments necessary to obtain a favorable determination and nothing has occurred since the date of the most recent determination that could reasonably be expected to cause any such Company Employee Plan or trust to fail to qualify under Section 401(a) or 501(a) of the Code. There are no material actions, suits or claims pending or, to the Company's Knowledge, threatened or reasonably anticipated (other than routine claims for

benefits) against any Company Employee Plan or against the assets of any Company Employee Plan.

(e) Neither the Company nor any Company Subsidiary is bound by or subject to (and none of its assets or properties is bound by or subject to) any Contract, relationship or arrangement with any labor union or other labor organization, and no labor union or other labor organization has requested or, to the Knowledge of the Company, has sought to represent any of the employees, representatives or agents of the Company or any Company Subsidiary. There is, and in the past three (3) years there has been, no strike, walkout, lockout, picketing, slowdown, work stoppage or other labor dispute involving the Company or any Company Subsidiary pending, or to the Company's Knowledge, threatened, nor to the Company's Knowledge is there any labor organization activity occurring or threatened involving any employees of the Company or any Company Subsidiary, and no such activity has occurred within the past three (3) years.

(f) Except as set forth on Schedule 3.15(f), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in, or accelerate the time of payment, funding or vesting of, any payment (including severance, change in control, stay or retention bonus or otherwise) becoming due under any Company Employee Plan or otherwise; (ii) materially increase any benefits otherwise payable under any Company Employee Plan or otherwise; (iii) result in the acceleration of the time of payment, funding or vesting of any such benefits under any Company Employee Plan or otherwise; or (iv) limit or restrict the right of the Company to merge, amend or terminate any Company Employee Plan on or after the Closing Date.

(g) Within the past one hundred eighty (180) days, neither the Company nor any Company Subsidiary has implemented any employee layoffs or plant closures that did or could give rise to notice or payment obligations under the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., as amended, or any similar foreign, state or local Law, and no such activities have been announced or are planned.

(h) No payment or benefit that could be made as a result of the consummation of the transactions contemplated hereby by the Company, any Company Subsidiary, or Ericsson, nor received by any shareholder, employee or service provider of Company, any Company Subsidiary, or Ericsson, will be characterized as a "parachute payment" within the meaning of Section 280G of the Code and the regulations promulgated thereunder, and neither the Company nor any Company Subsidiary has any obligation to gross-up or indemnify any individual with respect to any Tax under Section 4999 of the Code.

(i) Except as would not be material to the Group Companies, in the aggregate, each Company Employee Plan has been maintained, in form and operation, in all material respects in material compliance with Section 409A of the Code, and neither the Company nor any Company Subsidiary has any obligation to gross-up or indemnify any individual with respect to any such tax.

(j) Other than with respect to obligations under the Ericsson Inc. Medical and Life Insurance Plan for Retirees which will be retained by Ericsson and its Affiliates (other than the Group Companies), the Group Companies have no obligation to provide post-employment

welfare benefits other than as required under Section 4980B of the Code or any similar applicable law for which the covered individual pays the full cost of coverage to current employees of the Group Companies.

3.16 Tax Returns and Payments.

(a) All material Tax Returns required to be filed by or with respect to each Group Company have been timely filed, and each such Tax Return is true, correct and complete in all material respects. No Group Company has requested or been granted an extension of the time for filing any Tax Return which has not yet been filed (excluding automatic extensions utilized in a manner consistent with past practice).

(b) Each Group Company (i) has fully and timely paid all material Taxes due and owing (whether or not required to be shown on any Tax Return) and (ii) has withheld and paid over to the appropriate Governmental Authority all material amounts of Taxes that it was required to withhold from amounts paid or owing to any employee, independent contractor, stockholder, creditor or other third party.

(c) All material deficiencies for Taxes asserted or assessed in writing against any Group Company have been fully and timely paid or have been fully settled or otherwise resolved.

(d) No Tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to any Group Company. No Group Company has received from any Governmental Authority (including jurisdictions where a Group Company has not filed Tax Returns) any (i) written notice indicating an intent to open an audit or (ii) other review or request for information related to Tax matters.

(e) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from any Group Company for any taxable period and no request for any such waiver or extension is currently pending.

(f) No Group Company is or has been a member of an affiliated group of corporations within the meaning of Section 1504 of the Code or any group that has filed a combined, consolidated or unitary Tax Return (other than a group of which Ericsson is or was the common parent), and no Group Company has any liability for the Taxes of any Person (other than another member of the Ericsson Tax Consolidated Group) under Section 1.1502-6 of the Treasury regulations (or any similar provision of state, local or foreign law), or has any liability for the Taxes of any Person (other than another Group Company) as a transferee or successor.

(g) No Group Company is a party to any Tax sharing agreement, Tax indemnification agreement, or any similar arrangement (other than pursuant to customary commercial or financial arrangements entered into in the ordinary course of business the principal subject of which is not Taxes).

(h) No Group Company will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable

period (or portion thereof) beginning after the Closing Date as a result of any (i) change in method of accounting or use of an impermissible method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law) executed on or prior to the Closing Date, (iii) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign income Tax law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date, (v) prepaid amount received or deferred revenue accrued on or prior to the Closing Date, or (vi) election under Section 108(i) of the Code.

(i) No Group Company is participating or has participated in any "listed transaction" within the meaning of Section 1.6011-4(b)(2) of the Treasury Regulations.

(j) This Section 3.16 and Section 3.15 constitute the exclusive representations and warranties of the Group Companies with respect to Taxes. Other than with respect to the matters addressed in Section 3.16(g), Section 3.16(h) and Section 3.16(i), no representation or warranty contained in this Section 3.16 shall be deemed to have been made with respect to any taxable period (or portion thereof) beginning after the Closing Date.

3.17 Insurance. All material insurance policies or binders of insurance pursuant to which the Group Companies receive coverage are valid and enforceable in accordance with their terms and are in full force and effect, and no Group Company is in material default with respect to its obligations under any of such insurance policies. All premiums due and payable with respect to such policies have been paid in full in accordance with the terms of such policies. No Group Company has received written notice from any insurer threatening to suspend, revoke or cancel any such insurance policy. As of the date of this Agreement, there is no pending claim by any Group Company under any such policy as to which coverage has been denied or disputed by any underwriter of such policy.

3.18 Permits. Except as set forth in Section 3.18 of the Disclosure Letter, as of the date hereof each Group Company has all material franchises, permits, licenses, certifications, registrations, consents, authorizations, franchises, concessions, variances, exemptions, orders and any similar authority necessary for the conduct of its business as presently conducted (collectively, "***Permits***"). The Company is not in default in any material respect under any of such Permits, all such Permits are valid and in full force and effect, and no Group Company has received any written notice indicating that any Group Company currently is not in compliance with the terms of any Permit. To the Knowledge of the Company, there are no existing applications, petitions to deny or complaints or proceedings pending or threatened before any Governmental Authority that have or reasonably could be expected to have a Material Adverse Effect.

3.19 Compliance with Laws. The business of each Group Company is, and has been since January 1, 2015, conducted in compliance in all material respects with all applicable Laws and Orders. Except for routine periodic reviews by Governmental Authorities in the ordinary course of business consistent with past practice, no investigation or review by any

Governmental Authority with respect to the Group Companies is pending or, to the Knowledge of the Company, threatened.

3.20 Environmental and Safety Laws. Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (i) the Group Companies are and have been in compliance with all Environmental Laws; (ii) to the Knowledge of the Company, there has been no release or threatened release of any pollutant, contaminant or toxic or hazardous material, substance or waste, or petroleum or any fraction thereof, (each a "***Hazardous Substance***") on, upon, into or from any site currently or heretofore leased or otherwise used by any Group Company for which any Group Company is liable; (iii) there have been no Hazardous Substances generated by any Group Company that, to the Knowledge of the Company, have been disposed of or come to rest at any site that has been included in any published U.S. federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any Governmental Authority and (iv) the Company has made available to the Investor true and complete copies of all material environmental records, reports, permits, engineering studies, and environmental studies or assessments in its possession, custody or control.

3.21 International Trade and Anti-Corruption.

(a) None of the Group Companies nor, to the Knowledge of the Company, any director, officer, manager, employee, agent or third party representative of any Group Company, has, directly or indirectly, offered, authorized, made, paid or received, any bribes, kickbacks, or other similar improper payments or offers or transfers of value in connection with obtaining or retaining business or to secure an improper advantage to or from any Person; nor have any of them, directly or indirectly, committed any violation of any applicable anti-corruption Law or regulation, including the U.S. Foreign Corrupt Practices Act, 15 U.S.C. 78dd et seq., the UK Bribery Act of 2010, or any similar foreign laws or regulations (collectively, the "***Anti-Corruption Laws***").

(b) None of the Group Companies, nor to the Knowledge of the Company, any of their respective officers, directors, employees, agents or other third party representatives acting on behalf of the Group Companies is currently, or has been in the last five years: (i) a Sanctioned Person, (ii) organized, resident or located in a Sanctioned Country, (iii) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Ex-Im Laws, (iv) engaging in any export, reexport, transfer or provision of any goods, software, technology, data or service without, or in any material respect exceeding the scope of, any required or applicable licenses or authorizations under all applicable Ex-Im Laws and Sanctions Laws, or (v) otherwise in violation in any material respect of applicable Sanctions Laws, Ex-Im Laws, or the anti-boycott Laws administered by the U.S. Department of Commerce (collectively, "***Trade Control Laws***").

(c) None of the Group Companies, nor to the Knowledge of the Company, any director, officer, manager, employee, agent or representative of any Group Company (in his or her capacity as a director, officer, manager, employee, agent or representative of such Group Company), is or has been subject to any pending or threatened civil, criminal, or administrative actions, suits, demands, claims or enforcement actions, or made any voluntary or involuntary

disclosures to any Governmental Authority involving any Group Company relating to any actual or potential material violation of any Trade Control Law or Anti-Corruption Law.

3.22 Brokers' and Finders' Fee. Except as set forth on Section 3.22 of the Disclosure Letter, no broker, finder or investment banker is entitled to brokerage or finders' fees or agents' commissions or investment bankers' fees or any similar charges in connection with the Transactions.

3.23 Disclaimers Related to the Company.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3 OR THE CLOSING CERTIFICATE OR IN ANY OF THE TRANSACTION DOCUMENTS, NONE OF THE GROUP COMPANIES, THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES MAKE OR HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE PURCHASED SHARES, THE GROUP COMPANIES, THE PROPERTIES OR ASSETS OF THE GROUP COMPANIES OR THE BUSINESS OF THE GROUP COMPANIES, INCLUDING WITH RESPECT TO (I) MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR (II) THE PROBABLE SUCCESS OR PROFITABILITY OF THE GROUP COMPANIES AFTER THE CLOSING AND ANY SUCH REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 3 OR THE CLOSING CERTIFICATE OR IN ANY OF THE TRANSACTION DOCUMENTS, NONE OF THE GROUP COMPANIES, THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES WILL HAVE OR BE SUBJECT TO ANY LIABILITY OR INDEMNIFICATION OBLIGATION TO THE INVESTOR, ITS AFFILIATES OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION (OR FAILURE TO DISTRIBUTE) TO THE INVESTOR, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES OF, OR THE INVESTOR'S, ITS AFFILIATES' OR THEIR RESPECTIVE REPRESENTATIVES' USE OF, ANY INFORMATION RELATING TO THE GROUP COMPANIES, INCLUDING THE MANAGEMENT PRESENTATION, DATED OCTOBER 2016, ANY PRO-FORMA FINANCIAL INFORMATION, FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS RELATING TO THE GROUP COMPANIES AND ANY OTHER INFORMATION, DOCUMENTS OR MATERIALS MADE AVAILABLE TO THE INVESTOR, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES, WHETHER ORALLY OR IN WRITING, IN CERTAIN "DATA ROOMS," MANAGEMENT PRESENTATIONS, FUNCTIONAL "BREAK-OUT" DISCUSSIONS, RESPONSES TO QUESTIONS SUBMITTED ON BEHALF OF THE INVESTOR OR ITS AFFILIATES OR IN ANY OTHER FORM IN CONNECTION WITH THE TRANSACTIONS.

4. REPRESENTATIONS AND WARRANTIES OF THE INVESTOR.

Except as disclosed in the disclosure schedules delivered to the Company by the Investor on the date hereof concurrently with the execution of this Agreement (the "***Investor Disclosure Letter***"), the Investor hereby represents and warrants to the Company as follows:

4.1 Organization and Enforceability. The Investor has all requisite power and full legal right to enter into this Agreement and the other Transaction Documents to which it is a party and to perform all of the Investor's agreements and obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by the Investor. This Agreement and the other Transaction Documents to which it is a party have been or will be duly executed and delivered by the Investor and constitute or will constitute upon execution the legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with their terms, except as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

4.2 Non-Contravention. The execution and delivery of this Agreement and the other Transaction Documents to which it is a party by the Investor and the consummation by the Investor of the Transactions will not constitute a material violation of, or be in conflict in any material respect with, any applicable Law or Order applicable to the Investor; [redacted]

4.3 Governmental Consents. Except as set forth in Section 4.3 of the Investor Disclosure Letter, no consent, approval or authorization of, or registration, qualification or filing with, any Governmental Authority is required for the execution and delivery by the Investor of this Agreement and the other Transaction Documents to which it is a party, or for the consummation by the Investor of the transactions contemplated hereby and thereby.

4.4 Investment Representations.

(a) The Purchased Shares to be acquired by the Investor pursuant to this Agreement will be acquired for the Investor's own account, for investment and not with a view to the resale or distribution thereof or with the present intention of distributing or selling any of such securities.

(b) The Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended.

(c) The Investor has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment in the Company. The Investor has been given access to all documents, records, and other information of the Group Companies it considers necessary or appropriate for deciding whether to purchase the Purchased

Shares, and has had adequate opportunity to ask questions of, and receive answers from, the representatives of the Company concerning the business, operations, financial condition, assets, liabilities of the Group Companies and other matters relevant to its investment in the Purchased Shares.

(d) The Investor understands that the Purchased Shares will be "restricted securities" under the federal securities Laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such Laws and applicable regulations. The Investor acknowledges that the Purchased Shares must be held indefinitely unless subsequently registered under the Securities Act of 1933, as amended, and under applicable state securities Laws or unless an exemption from such registration is available.

(e) The Investor understands that no public market now exists for any of the securities issued by the Company, that the Company has made no assurances that a public market will ever exist for any such securities, including the Preferred Stock and the Common Stock.

4.5 Equity Commitment Letter and Limited Guarantee. The Investor confirms that it is not a condition to Closing or any of its other obligations under this Agreement that the Investor obtain financing for or in connection with the transactions contemplated by this Agreement.

(b) The Investor has delivered to the Company (i) a true, correct and complete copy of the executed equity commitment letter (including all exhibits, schedules, annexes and amendments to such letter in effect as of the date hereof) from the entities party thereto (the "***Sponsors***"), dated as of the date hereof (the "***Equity Commitment Letter***"), pursuant to which the Sponsors have agreed, subject to the terms and conditions set forth therein, to invest, or cause to be provided, equity financing in an aggregate amount sufficient for the Investor to consummate the Transactions (the "***Equity Financing***"). The Company is an express third-party beneficiary of the Equity Commitment Letter in accordance with the terms and subject to the conditions set forth therein. The Equity Commitment Letter is in full force and effect and is a valid and binding obligation of the Sponsors, enforceable against the Sponsors in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity. As of the date hereof, there is no default or breach under the Equity Commitment Letter by the Sponsors or the Investor, and no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach thereunder by the Sponsors or the Investor.

(c) The Sponsors have delivered to the Company that limited guarantee, dated as of the date hereof (the "***Guarantee***"), pursuant to which the Sponsors have guaranteed all of the Investor's payment obligations under this Agreement. The Guarantee is in full force and effect and is a valid and binding obligation of the Sponsors, enforceable against the Sponsors in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity. As of the date hereof, there is no default or breach under the Guarantee by the Sponsors, and no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach thereunder by the Sponsors.

4.6 Litigation. There is no material action, suit, proceeding, arbitration or investigation pending or, to the knowledge of the Investor, threatened against the Investor or any material portion of its properties or assets with respect to which there is a substantial possibility of a determination which questions the validity or legality of this Agreement, the other Transaction Documents to which the Investor is a party or the Transactions or which seeks to prevent the Transactions or otherwise would reasonably be expected to materially impair the Investor's ability to effect the Transactions.

4.7 Investor's Reliance. THE INVESTOR ACKNOWLEDGES THAT IT AND ITS REPRESENTATIVES HAVE BEEN PERMITTED FULL AND COMPLETE ACCESS TO THE BOOKS AND RECORDS, FACILITIES, EQUIPMENT, TAX RETURNS, CONTRACTS, INSURANCE POLICIES (OR SUMMARIES THEREOF) AND OTHER PROPERTIES AND ASSETS OF THE GROUP COMPANIES THAT IT AND ITS REPRESENTATIVES HAVE DESIRED OR REQUESTED TO SEE OR REVIEW, AND THAT IT AND ITS REPRESENTATIVES HAVE HAD A FULL OPPORTUNITY TO MEET WITH THE OFFICERS AND EMPLOYEES OF THE GROUP COMPANIES TO DISCUSS THE BUSINESS OF THE GROUP COMPANIES. THE INVESTOR ACKNOWLEDGES THAT NONE OF THE GROUP COMPANIES OR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE GROUP COMPANIES, THE PURCHASED SHARES OR ANY INFORMATION OR MATERIALS FURNISHED OR MADE AVAILABLE TO THE INVESTOR AND ITS REPRESENTATIVES (INCLUDING ANY PRO-FORMA FINANCIAL INFORMATION, FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS RELATING TO THE GROUP COMPANIES), EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3 OF THIS AGREEMENT OR THE COMPANY CLOSING CERTIFICATE OR ANY OF THE TRANSACTION DOCUMENTS, AND NEITHER THE GROUP COMPANIES NOR ANY OTHER PERSON (INCLUDING ANY OFFICER, DIRECTOR, MEMBER OR PARTNER OF THE GROUP COMPANIES) SHALL HAVE OR BE SUBJECT TO ANY LIABILITY TO THE INVESTOR, OR ANY OTHER PERSON, RESULTING FROM THE INVESTOR'S USE OF ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE TO THE INVESTOR IN ANY "DATA ROOMS," MANAGEMENT PRESENTATIONS, DUE DILIGENCE OR IN ANY OTHER FORM IN EXPECTATION OF OR RELATING TO THE TRANSACTIONS. THE INVESTOR ACKNOWLEDGES THAT, SHOULD THE CLOSING OCCUR, THE INVESTOR SHALL ACQUIRE AN INTEREST IN THE GROUP COMPANIES WITHOUT ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THEIR RESPECTIVE ASSETS, IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, EXCEPT AS OTHERWISE EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 3 OF THIS AGREEMENT OR THE COMPANY CLOSING CERTIFICATE.

4.8 Regulatory Neutrality and Insulation. Except as set forth on Section 4.8 of the Investor Disclosure Letter, as of the date of this Agreement and at and as of the Closing Date:

(a) Investor is not, does not control, is not controlled by, and is not under the common direct or indirect control of, a telecommunications service provider as defined in paragraph 4.8(e)(ii) or Section 52.5 of the FCC rules, or any successor rule thereto, as such

Section 52.5 of any successor rule may be amended by the FCC or interpreted by the FCC or a court of competent jurisdiction.

(b) Neither Investor nor any entity that controls, is controlled by, or under the common direct or indirect control with Investor, has issued a majority of its debt, stocks, bonds, securities, notes, loans or any other instrument of indebtedness to, nor derive more than fifty percent (50%) of its revenues (excluding revenue from operation of the Number Portability Administration Center/Service Management System) from, any a telecommunications service provider as defined in paragraph 4.8(e)(ii) or the Communications Act of 1934, as amended.

(c) Investor is not aware of any facts or circumstances that could lead a reasonable person to conclude that Investor is subject to undue influence by parties with a vested interest in the outcome of numbering administration and activities.

(d) All managers, general partners, and members of Investor that are authorized by Investor's operative agreements to have active involvement in the management or operation of Investor with respect to the Company are United States citizens, and all other members or limited partners of Investor are limited to the usual and customary investor protections set forth in Section 1.993(c) of the FCC rules, or any successor rule thereto, as such Section 1.993(c) of any successor rule may be amended by the FCC or interpreted by the FCC or a court of competent jurisdiction.

(e) For purposes of this Section 4.8:

(i) A person shall be deemed to "control" another if such person possesses either directly or indirectly (x) ownership interests (measured by equity interest in stock, partnership interests, whether general or limited, joint venture participation, or member interests in a limited liability company) of greater than ten percent (10%) (of the total outstanding ownership interests), (y) voting power (on any one or more matters) of greater than ten percent (10%) (of the total outstanding voting power), or (z) the power to direct or to cause the direction of management and policies of such entity, whether through ownership of or rights to vote, by contract, agreement, or otherwise.

(ii) A "telecommunications service provider" is an entity that either possesses the requisite authority to engage in the provision to the public of facilities-based wireline local exchange or CMRS telecommunications services (as defined by the Telecommunications Act of 1996) in any State or Territory of the United States, or is one of the following three classes of interconnected Voice over Internet Protocol ("***VoIP***") providers: (x) Class 1, a standalone interconnected VoIP provider that obtains numbering resources directly from the North American Numbering Plan Administrator (NANPA) and the Pooling Administrator (PA) and connects directly to the public switched telephone network ("***PSTN***") (i.e., not through a PSTN Telecommunications Service Provider partner); (y) Class 2, an interconnected VoIP provider that partners with a facilities-based PSTN Telecommunications Service Provider to obtain numbering resources and connectivity to the PSTN via the PSTN Telecommunications Service Provider partner; or (z) Class 3, a non-facilities-based reseller of interconnected VoIP services that utilizes the numbering resources and facilities of another interconnected VoIP provider (analogous to the "traditional" PSTN reseller)

5. COVENANTS AND AGREEMENTS.

5.1 General. Each of the Parties will use its reasonable best efforts to take all actions and to do all things necessary, proper or advisable in order to consummate the Closing and the other transactions contemplated hereunder as promptly as practicable following the date hereof and prior to the Outside Date.

5.2 Confidentiality. The Parties acknowledge that the Company has previously executed a Confidentiality Agreement with the Investor, dated as of October 11, 2016 (the "***Confidentiality Agreement***"), which Confidentiality Agreement is hereby incorporated herein by reference and shall continue in full force and effect in accordance with its terms.

5.3 Operation of Business. Except as otherwise contemplated by the Transaction Documents or set forth on Schedule 5.3, or with the prior written consent of the Investor (which consent shall not be unreasonably withheld, conditioned or delayed), until the earlier of the Closing Date and the termination of this Agreement in accordance with Section 7:

(a) The Company shall, and shall cause the Company Subsidiaries to, use commercially reasonable efforts to (i) operate their respective businesses in the ordinary course of business consistent with past practice, (ii) preserve intact in all material respects the business organization of the Group Companies and keep available the services of its directors, officers and key employees, (iii) maintain the assets and properties of the Group Companies and preserve intact the relationship of the Group Companies with material customers and suppliers and (iv) maintain its books and records in the ordinary course consistent with past practice.

(b) Without limiting the foregoing, the Company shall not, and shall cause the Company Subsidiaries not to:

(i) (A) issue, sell or otherwise dispose, or permit the transfer of, any Equity Securities of the Company or grant any options or other rights to purchase or obtain (including upon conversion, exchange or exercise) any Equity Securities of the Company, or (B) split, combine, reclassify, repurchase, redeem or otherwise acquire any Equity Securities of the Company;

(ii) except as contemplated by this Agreement or any other Transaction Documents, (A) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) with respect to its Equity Securities, (B) make any material payment to or for the benefit of any Related Party other than ordinary course employee compensation, reimbursement of expenses and employee benefits, (C) waive any amount owed by, or any claim against, any Related Party, or (D) enter into, amend or terminate any agreement with or for the benefit of any Related Party;

(iii) redeem, purchase or otherwise acquire any outstanding shares of Equity Securities of the Company;

(iv) other than the Amended Certificate, adopt any amendment to the certificate of incorporation or bylaws or other comparable organizational documents of any Group Company;

(v) (A) increase in any material manner the rate or terms of, or grant any new, compensation or benefits of any of its directors, officers or key employees, except as may be required under existing employment agreements or such increases as are granted in the ordinary course of business consistent with past practice, (B) enter into, adopt, amend or terminate any Company Employee Plan except as required by Law, or (C) accelerate the time of payment, funding or vesting of any compensation or benefits due to any employee or other service provider;

(vi) except in the ordinary course of business consistent with past practice, sell, lease, transfer or otherwise dispose of, any material property or assets or any material Company Intellectual Property, or license any material Company Intellectual Property except on a non-exclusive basis to customers in the ordinary course of business consistent with past practice;

(vii) materially amend or terminate any Material Contract (other than (A) terminations as a result of the expiration of the term of such Contracts, (B) renewals of Contracts in the ordinary course of business consistent with past practice or (C) amendments in the ordinary course of business that are not materially adverse to the rights and interests of any Group Company under such Material Contract) or enter into any Contract that, if entered into prior to the date hereof, would be deemed a Material Contract (other than Contracts with customers or suppliers in the ordinary course of business);

(viii) acquire any business or Person, by merger or consolidation or by any other manner, in a single transaction or a series of related transactions;

(ix) make any material change in any method of accounting or auditing practice other than those required by IFRS, applicable Law or Order or any Governmental Authority;

(x) make any material change in collection of accounts receivable or payment of accounts payable or its cash management customs and practices (including with respect to repairs and maintenance, accrued expenses or other liabilities, levels of capital expenditures, pricing and credit practices and operation of cash management practices generally), in each case, provided that the treatment of a particular customer or vendor on the same basis that such customer or vendor has been treated in the the ordinary course of business during the past 12 months shall not be deemed a breach of violation of this Section 5.3(b)(x);

(xi) make or change any income or other material Tax election, file any income or other material amended Tax return, change any income or other material method of Tax accounting or settle any income or other material Tax claim relating to the Company or any of the Company Subsidiaries; provided, that, nothing in this Section 5.3(b) shall prohibit Ericsson from taking any of the aforementioned actions in connection with any Tax, Tax liability or election or settlement of Tax, of the Ericsson Tax Consolidated Group;

(xii) except in the ordinary course of business, take any action or knowingly omit to take any action whereby any Company Intellectual Property may have

become invalidated, abandoned, lost, impaired, unmaintained, unenforceable or dedicated to the public domain;

(xiii) commence, settle or compromise any action or proceeding by or involving a Group Company where the amounts in controversy are in excess of [redacted] individually or [redacted] in the aggregate;

(xiv) create, incur, assume, suffer to exist or otherwise become liable with respect to any Indebtedness in excess of [redacted] individually or [redacted] in the aggregate;

(xv) enter into any new line of business or materially alter the nature of existing business, except for launch of new products or services as contemplated in the Company's business plan;

(xvi) engage in (i) any promotional sale or discount (except in the ordinary course of business) or (ii) other activity with customers that was intended to have, has had or would reasonably be expected to have the effect of accelerating to pre-Closing periods accounts receivable that would otherwise be expected to occur in post-Closing periods; or

(xvii) agree in writing to do any of the foregoing.

Notwithstanding anything to the contrary contained herein, nothing contained in this Agreement (A) will give the Investor, directly or indirectly, rights to control or direct the business or operations of the Group Companies prior to the Closing or (B) shall operate to prevent or restrict any act or omission by the Group Companies the taking of which is required by applicable Law. Prior to the Closing, the Group Companies will exercise, consistent with the terms and conditions of this Agreement, control of their business and operations.

5.4 Access.

(a) Prior to the Closing, the Company shall permit the Investor and its representatives (including its legal counsel and accountants), during normal business hours and with reasonable advance notice, to (i) visit and inspect any of the properties of the Company, provided that such visit and inspection shall not include any sampling of environmental media or building materials, (ii) examine the corporate, financial and similar type records, reports and documents of the Company and the Subsidiaries, including all internal management documents, reports of operations, reports of adverse developments and copies of any management letters, provided, that neither the Company nor any of its Subsidiaries shall be required to violate any obligation of confidentiality to which it is subject or the attorney-client privilege, and (iii) discuss the affairs, finances and accounts of any such entities with any of the persons that the Investor has interacted with as of the date of this Agreement.

(b) Prior to the Closing, the Company shall promptly (and in any case within five (5) Business Days of having Knowledge of any such matter) give written notice to the Investor if there has been a breach of any covenant, representation or warranty of the Company or Ericsson contained in this Agreement which breach has prevented, or would reasonably be

expected to prevent, the satisfaction of any condition in Section 6.1 or 6.3 to the obligations of the Company at the Closing.

5.5 Filings and Authorizations; Consummation.

(a) Each of the Parties, as promptly as practicable after the date hereof, shall make, or cause to be made, all filings and submissions to Governmental Authorities as may be required under applicable Law for the consummation of the Transactions, including those set forth in Section 5.5 of the Disclosure Schedule. Each Party shall, and shall cause its Affiliates to, use its commercially reasonable efforts to obtain, or cause to be obtained, all other authorizations, approvals, consents and waivers from all Persons and Governmental Authorities necessary to be obtained by it, or its Subsidiaries or Affiliates, in order for it to consummate the Transactions, including providing such information as may be requested by Governmental Authorities. The Parties shall coordinate and cooperate with each other in exchanging and providing such information and assistance and in making the filings and requests and in seeking such authorizations, approvals, consents and waivers.

(b) Notwithstanding anything to the contrary in this Agreement and without limiting the generality of the foregoing clause (a), if any Order is made or proposed to be by any Governmental Authority or any suit or other legal action is threatened or instituted challenging any of the Transactions as violating any applicable Law or Order, including the neutrality requirements of the FCC, or as failing to comply with the neutrality requirements of LNPA Contract, the Investor shall, and shall cause its Affiliates to use its commercially reasonable efforts as may be required (x) by the applicable Governmental Authority (including the FCC) in order to resolve such objections as such Governmental Authority may have to the Transactions or (y) by any domestic or foreign court or similar tribunal, in any action or proceeding brought by any Person or Governmental Authority challenging the Transactions as violating any applicable Law, in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other Order that has the effect of delaying or preventing the consummation of the Transactions; provided that such commercially reasonable efforts shall not include (i) proposing, negotiating, offering to commit and effect (and if such offer is accepted, committing to and effecting), the sale, divestiture, license, disposition or hold separate of such assets or businesses of the Investor or its Affiliates, or otherwise offering to take or offering to commit to take any action (including any action that limits its freedom of action, ownership or control with respect to, or its ability to retain or hold, any of the businesses, assets, product lines, properties or services of the Investor or its Affiliates to the extent legally permissible, and if the offer is accepted, taking or committing to take such action; (ii) terminating, relinquishing, modifying or waiving existing relationships, ventures, contractual rights, obligations or other arrangements of the Investor or its Affiliates; (iii) creating any relationships, ventures, contractual rights, obligations or other arrangements of the Investor or its Affiliates; (iv) entering or offering to enter into agreements and stipulating to the entry of an order or decree or filing appropriate applications or filings with any Governmental Authority in connection with any of the actions contemplated by the foregoing clauses (i) through (iii); or (v) amending any of the Transaction Documents in a manner adverse to the Investor or any of its rights, preferences or privileges.

(c) Each Party shall promptly inform the other Party of any material communication from the any Governmental Authority regarding the Transactions. If any Party or any Affiliate thereof receives a request for additional information or documentary material from any such Governmental Authority with respect to the Transactions, then such Party will endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other Party, an appropriate response in compliance with such request. The Investor will advise the Company promptly in respect of any understandings, undertakings or agreements (oral or written) which the Investor proposes to make or enter into with any Governmental Authority in connection with the Transactions and give the Company the opportunity to attend and participate at any meetings with respect thereto.

(d) Except with the prior written consent of the Company, until the earlier of the Closing Date and the termination of this Agreement in accordance with Section 7, the Investor shall not, and shall cause its Affiliates not to, take any action which could reasonably be expected to cause the representations contained in Section 4.8 to be untrue if made as of the date of such action; provided, that the foregoing obligation of the Investor shall not be deemed to prevent portfolio companies of the Sponsors who are not acting at the direction of the Sponsors from conducting their respective business in the ordinary course of business (it being understood and agreed that investment in or acquisition of any business, entities, product lines, securities or other assets or formation of any joint venture or partnership shall not be deemed to be conducting business in the ordinary course of business).

5.6 Public Disclosure. Unless otherwise permitted by this Agreement, the Investor and the Company shall consult with each other before issuing any press release or otherwise making any public statement or making any other public (or non-confidential) disclosure (whether or not in response to an inquiry) regarding the terms of this Agreement and the Transactions, and neither of them shall issue any such press release or make any such statement or disclosure without the prior approval of the other, except as may be required by Law or by obligations pursuant to any listing agreement with any national securities exchange. Notwithstanding the foregoing, the Investor may provide information regarding the Transaction and the Transaction Documents to its Affiliates, investors, potential investors and representatives provided that such parties are subject to customary confidentiality obligations with respect to such information.

5.7 Certain Taxes and Fees. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the Transactions shall be shared equally by the Investor and Ericsson when due but shall be subject to reimbursement by the Company pursuant to Section 9.1. The party responsible under Law for submitting payment of such Taxes to the applicable Tax authority shall file all necessary returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees. If required by Law, the Investor or the Company shall join in the execution of any such returns and other documentation.

5.8 Tax Treatment of Preferred Stock The Company shall prepare and file all federal Tax Returns (including, for the avoidance of doubt, information statements) in a manner that is consistent with the treatment of the Preferred Stock as stock that is not "preferred stock"

within the meaning of Section 1.305-5(a) of the Treasury Regulations, unless there is a change in applicable Law that requires a different treatment.

[redacted]

5.12 Amendment to Certain Documents. Prior to or immediately prior to the Closing, the Company shall use its reasonable best efforts to (i) cause the Voting Trust Agreement to be amended in the form attached hereto as Exhibit F (the "***Amended Voting Trust Agreement***"), (ii) cause the Code of Conduct to be amended in the form attached hereto as Exhibit G (the "***Amended Code of Conduct***"), and (iii) cause the Bylaws to be amended in the form attached hereto as Exhibit H (the "***Amended Bylaws***").

[redacted]

5.14 Data Room. As promptly as practicable after the date of this Agreement, the Company shall deliver or cause to be delivered to the Investor a DVD or memory stick

containing the contents of the online data room maintained by Intralinks under the name "Project Ion" as of the date of this Agreement.

[redacted]

6. CLOSING CONDITIONS.

6.1 General Conditions. The respective obligations of the Investor and the Company to consummate the Closing shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions, any of which may, to the extent permitted by Law, be waived in writing by any party hereto in its sole discretion (provided that such waiver shall only be effective as to the obligations of such party):

(a) no Order shall have been enacted, issued, promulgated, enforced or entered by any Governmental Authority, and no Law shall have been enacted, promulgated, enforced, entered or deemed applicable by any Governmental Authority which, in any such case, enjoins, restrains, makes illegal or otherwise prohibits the consummation of the Transactions;

(b) the authorizations, consents, approvals and waivers set forth in Schedule 6.1 shall have been obtained by the Company; and

(c) all required filings under the HSR Act shall have been completed and all applicable waiting periods thereunder shall have expired without a request for further information by the relevant Governmental Authority.

6.2 Conditions Precedent to the Investor's Obligations. The obligation of the Investor to consummate the transactions contemplated hereunder is subject to the satisfaction of the following additional conditions on or before the Closing Date:

(a) the representations and warranties set forth in Section 3 (disregarding all qualifications relating to materiality or Material Adverse Effect) shall be true and correct at and as of the date hereof and at and as of the Closing Date as though then made, except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect (other than those representations and warranties that address matters as of a particular date, in which case such representations and warranties shall be so true and correct as of such particular dates); provided, that the Fundamental Representations shall be true and correct in all respects (except any failures to be so true and correct which are *de minimis* in nature) at and as of the date hereof and at and as of the Closing Date as though then made (other than those Fundamental Representations that address matters as

of a particular date, in which case such Fundamental Representations shall be so true and correct as of such particular dates);

(b) the Company shall have performed and complied in all material respects with the covenants required to be performed and complied with by it pursuant to this Agreement at or prior to the Closing;

(c) the Company shall have filed the Amended Certificate with the Delaware Secretary of State on or prior to the Closing and the Amended Certificate shall be in full force and effect;

(d) since December 31, 2016, no Material Adverse Effect shall have occurred, and

(e) the Investor shall have received, concurrently with the Closing, the items required to be delivered by the Company under Section 2.5(b).

6.3 Conditions Precedent to the Company's Obligations. The obligations of the Company to consummate the transactions contemplated hereunder are subject to the satisfaction of the following conditions on or before the Closing Date:

(a) the representations and warranties set forth in Section 4 (disregarding all qualifications relating to materiality or material adverse effect) shall be true and correct at and as of the date hereof and at and as of the Closing Date as though then made (other than those representations and warranties that address matters as of a particular date, in which case such representations and warranties shall be true and correct as of such particular dates), except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a material and adverse effect on the Investor's ability to consummate the transactions contemplated hereunder;

(b) the Investor shall have performed and complied in all material respects with the covenants required to be performed or complied with by the Investor pursuant to this Agreement at or prior to the Closing, and

(c) the Company shall have received, concurrently with the Closing, the items required to be delivered by the Investor under Section 2.5(a).

7. TERMINATION.

7.1 Termination. This Agreement may be terminated prior to the Closing only as follows:

(a) by the mutual written consent of the Investor and Ericsson;

(b) by the Investor, if there has been a breach by the Company of any covenant, representation or warranty contained in this Agreement which breach has prevented, or would reasonably be expected to prevent, the satisfaction of any condition in Section 6.1 or 6.2 to the obligations of the Investor at the Closing and such breach has not been waived by the

Investor or cured by the Company within fifteen (15) days after the Company's receipt of written notice thereof from the Investor; provided, that the Investor shall not have the right to terminate this Agreement pursuant to this Section 7.1(b) if the Investor is then in material breach of this Agreement;

(c) by Ericsson, if there has been a breach by the Investor of any covenant, representation or warranty contained in this Agreement which breach has prevented, or would reasonably be expected to prevent, the satisfaction of any condition in Section 6.1 or 6.3 to the obligations of the Company at the Closing and such breach has not been waived by the Company or cured by the Investor within fifteen (15) days after the Investor's receipt of written notice thereof from the Company; provided, that Ericsson shall not have the right to terminate this Agreement pursuant to this Section 7.1(c) if the Company is then in material breach of this Agreement;

(d) by the Investor or Ericsson, if the Closing has not occurred on or before [redacted] (the "***Outside Date***"); provided, that (i) neither the Investor nor Ericsson shall have the right to terminate this Agreement pursuant to this Section 7.1(d) if such party or, in the case of Ericsson, the Company, is then in material breach of this Agreement or has otherwise breached this Agreement in a manner that has caused the Closing not to occur prior to the Outside Date, and (ii) if upon the Outside Date, any approval required from any Governmental Authority pursuant to Section 6.1(b) or 6.1(c) shall not have been obtained, the Investor or Ericsson may extend the Outside Date for ninety (90) days if such extending party has met its obligations under Sections 5.1 and 5.5;

(e) by Ericsson, if the Investor fails to consummate the Closing on the date on which the Closing is otherwise required to be consummated pursuant to Section 2.3 and such breach has not cured by the Investor within five (5) Business Days after the Investor's receipt of written notice thereof from the Company; or

(f) by Investor, if the Company fails to consummate the Closing on the date on which the Closing is otherwise required to be consummated pursuant to Section 2.3 and such breach has not been cured by the Company within five (5) Business Days after the Company's receipt of written notice thereof from the Investor.

Any party desiring to terminate this Agreement pursuant to clauses (b), (c), (d), (e) or (f) of this Section 7.1 shall give written notice of such termination to the other party.

7.2 Effect of Termination.

(a) In the event of termination of this Agreement by the Investor or Ericsson as provided in Section 7.1, (i) the provisions of this Agreement shall immediately become void and of no further force and effect (other than Section 5.2 (Confidentiality), Section 5.6 (Public Disclosure), this Section 7.2, Section 9 (General), and any definitions contained in Section 1 relevant to the foregoing sections, each of which shall survive the termination of this Agreement), and (ii) such termination shall not preclude any Party from suing any other Party for any Willful Breach of this Agreement prior to such termination and, if such Willful Breach is by the Investor, the Company or Ericsson shall have the right to seek damages on behalf of itself

and, in the case of the Company, its stockholders (which the parties acknowledge and agree may include the benefit of the bargain lost by the Company and Ericsson).

(b) Notwithstanding any provision herein to the contrary, if this Agreement is terminated for any reason, the Investor shall return all documents and other materials received from the Company and/or its representatives relating to the Company and the Subsidiaries, any of their Affiliates, any of their respective businesses and/or the transaction contemplated hereunder, whether obtained before or after the execution of this Agreement and all confidential information of the Company under the custody or control of the Investor or any of its Affiliates or representatives shall remain confidential in accordance with the Confidentiality Agreement.

8. INDEMNIFICATION.

8.1 Survival. The representations and warranties of the Company made in this Agreement or in the certificate delivered by the Company pursuant to Section 2.5(b)(ii) shall survive until the later of [redacted]. If any notice of a claim for indemnification pursuant to this Article 8 is given in good faith in accordance with the terms of Section 8.4 on or prior to the time at which the underlying claim for indemnification would terminate pursuant to this Section 8.1, then the claims specifically set forth in such notice shall survive until such time as such claim is finally resolved. All covenants and agreements which specifically contemplate performance after the Closing or otherwise expressly by their terms survive the Closing, each of which will survive in accordance with its terms. All covenants and agreements which by their terms are to be performed before Closing shall survive until ninety (90) days following the Closing Date, except for the covenants and agreements contained in Section 5.4(b), which shall not survive the Closing.

8.2 Indemnification by the Company. The Company shall indemnify the Investor, its Affiliates and their respective officers, managers, directors, partners, members, equityholders, and employees (collectively, the "***Investor Indemnified Parties***") against any Losses that the Investor Indemnified Parties suffer, sustain, or becomes subject to, directly arising out of or caused by:

(a) any breach of any representation or warranty of the Company contained in Section 3 or in the Company Closing Certificate (other than the Fundamental Representations, the representations or warranties of the Company contained in Section 3.16 (*Tax Returns and Payments*) (the "***Tax Representations***") and in the Company Closing Certificate to the extent relating to such Fundamental Representations or Tax Representations);

(b) any breach of any Tax Representations and the representations or warranties of the Company contained in the Company Closing Certificate to the extent relating to such Tax Representations;

(c) any breach of any Fundamental Representations and the representations or warranties of the Company contained in the Company Closing Certificate to the extent relating to such Fundamental Representations, and

(d) any breach of any covenant or agreement made by the Company in this Agreement which specifically contemplate performance after the Closing or otherwise expressly by their terms survive the Closing.

8.3 Limitations. Notwithstanding anything in this Agreement to the contrary, the following limitations shall apply to any claims made under this Section 8:

(a) In no event shall the Company be liable to any Investor Indemnified Parties in respect of any Loss pursuant to Section 8.2(a) unless and until the aggregate amount of all such Losses suffered by the Investor Indemnified Parties have exceeded [redacted] (the "***Deductible***"), after which point the Company shall be liable only for the amount of such Losses in excess of the Deductible; provided, however, that no claim for Losses pursuant to Section 8.2(a) may be made, and no such Losses shall be taken into account in determining the Deductible, unless such Losses for any claim or series of related claims exceed [redacted].

(b) The aggregate liability of the Company pursuant to Sections 8.2(a) and (b) shall not exceed [redacted] (the "***Cap***").

(c) The aggregate liability of the Company pursuant to Section 8.2 shall not exceed the Purchase Price.

(d) In calculating the amount of any Loss hereunder, the amount of such Loss shall be net of (i) any Tax benefit actually realized by the Investor Indemnified Parties or the Company, as applicable, prior to the close of the second taxable year following the taxable year in which such Loss was incurred by reason of the facts and circumstances giving rise to the indemnification, and (ii) any amounts actually recovered or received by the Investor Indemnified Parties or the Company, as applicable under insurance policies or from third parties (net of any cost of recovery, deductible or increase in premiums required to be paid as a result of such collection).

(e) [redacted]

[redacted]

(f) For purposes of this Section 8, any breach of a representation or warranty (other than the representations and warranties made in Section 3.12 (Financial Statements) and Section 3.14(a) (Changes)) and calculating the amount of Losses arising in connection with such breach shall be determined without reference to any materiality, material or Material Adverse Effect qualifier with respect thereto.

8.4 Third Party Claims. If a claim, action, suit or proceeding by a Person who is not a party hereto or an Affiliate thereof (a "***Third Party Claim***") is made against any Investor Indemnified Party, and if such Investor Indemnified Party intends to seek indemnity with respect thereto under this Section 8, such Investor Indemnified Party shall promptly give a notice of claim to the Company which notice shall specify in reasonable detail the facts and circumstances giving rise to the claim and an estimate of Losses to the extent possible; provided that the failure to give such notice shall not relieve the Company of its obligations hereunder, except to the extent that the Company is actually prejudiced thereby, and then only to such extent. If such Third Party Claim does not relate to or arise out of any criminal action and there is no conflict of interest arising from joint representation of the Company and the Investor Indemnified Party by the Company's counsel, then the Company shall have thirty (30) calendar days after receipt of the notice of claim to assume the conduct and control of the settlement or defense thereof, and the Investor Indemnified Party shall cooperate with the Company and its counsel in connection therewith. Such assumption of the conduct and control of the settlement or defense shall not be deemed to be an admission or assumption of liability by the Company. If the Company is not entitled to, or elects not to undertake, the defense thereof, or do not notify the Investor Indemnified Party within thirty (30) calendar days after the receipt of the Investor Indemnified Party's notice of claim hereunder that they elect to undertake the defense thereof, the Investor Indemnified Party shall have the right to conduct and control the defense of such Third Party Claim. No Investor Indemnified Party shall admit any liability with respect to, or settle, compromise or discharge any Third Party Claim without the prior written consent of the Company. Any settlement or compromise of any such Third Party Claim by the Company shall require the prior written consent of the Investor Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided that the Investor Indemnified Party shall consent if all amounts arising out of such settlement or compromise is paid or caused to be paid by the Company and such settlement or compromise includes an unconditional release of the Investor Indemnified Party from all liability with respect to such claim.

8.5 Manner of Payment. Any payment required to be made by the Company to the Investor pursuant to this Section 8, up to an aggregate amount of [redacted] (such amount, the "***Stock Payment Cap***"), shall, at the Company's election in its sole discretion, be effected by (i) wire transfer of immediately available funds to an account designated in writing by the Investor or (ii) the transfer of shares of Common Stock to the Investor from Ericsson that have a value (based on the Fair Market Value (as defined below) of such shares at the time such payment is required to be made) equal to the amount of such payment required to be made by the Company to the Investor Indemnified Party, within ten (10) Business Days of final resolution or

settlement of such claim; provided that any payment required to be made by the Company to the Investor pursuant to this Section 8 in excess of the Stock Payment Cap shall be made in cash. "***Fair Market Value***" means an amount per share with respect to the shares of Common Stock at which a willing seller would sell and a willing buyer would buy such shares of Common Stock, having full knowledge of the facts, in an arms' length transaction without time constraints and without any compulsion to sell, as determined in good faith by the Board of Directors of the Company (including the affirmative consent of at least one Investor Director and the Ericsson Designee (as such terms are defined in the Stockholders Agreement) on such fair market value)), upon consultation with a valuation firm mutually acceptable to Ericsson and the Investor. To the extent permitted by Law, any indemnification payment shall be treated as an adjustment to the Purchase Price for Tax purposes.

8.6 Exclusive Remedies. From and after the Closing, the remedies provided for in this Section 8 shall be the sole and exclusive remedies of the Investor Indemnified Parties for in respect of any breach of any representations, warranties, covenants or agreements of the Company contained in this Agreement or in the certificates delivered by the Company pursuant to this Agreement or otherwise with respect to any matter arising out of or in connection with this Agreement; provided, that nothing herein is intended to waive (and the Investor Indemnified Parties shall have all available remedies for) (a) any claims for Fraud (which claims shall be subject to no limitations), (b) the right to seek specific performance for a breach of a covenant or agreement to be performed by any party hereto, and (c) any claims under any of the other Transaction Documents.

9. GENERAL.

[redacted]

9.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered: (i) upon receipt if delivered personally; (ii) three (3) Business Days after being mailed by registered or certified mail, postage prepaid, return receipt requested; (iii) one (1) Business Day after it is sent by commercial overnight courier service; or (iv) upon transmission if sent via facsimile with confirmation of receipt to the parties at the following address (or at such other address for a party as shall be specified upon like notice:

(a) if to the Company or Ericsson, to:

Ericsson Holding II Inc.
6300 Legacy Drive
Plano, TX 75024

Attention: John Moore
Facsimile: 972-583-1839

with a copy (which shall not constitute notice) to:

Telcordia Technologies, Inc.
444 Hoes Lane
Piscataway, NJ 08854
Attention: General Counsel

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Jeffrey D. Marell
Fax: 212-492-0105
Attention: Ross A. Fieldston
Fax: 212-492-0075

(b) if to the Investor to:

FP-Icon Holdings, L.P.
c/o Francisco Partners
One Letterman Drive
Building C - Suite 410
San Francisco, CA 94129
Attention: Andrew Kowal and Tom Ludwig
Facsimile: (415) 418 2999

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
3330 Hillview Avenue
Palo Alto, CA 94304
Attention: Adam D. Philips, P.C.
Facsimile: (650) 859-7500

or such other address as may be designated in writing hereafter, in the same manner, by such Person.

9.3 Entire Agreement; Amendment. This Agreement, together with the other Transaction Documents, contains the entire understanding of the Parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, and shall not be amended except by a written instrument hereafter signed by each of the Parties.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to parties residing in the

State of Delaware, without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of the United States District Court for the District of Delaware or, in the event diversity jurisdiction is not available, to any state court located within the State of Delaware, in connection with any matter based upon or arising out of this Agreement or the matters contemplated hereby and it agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process.

9.5 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

9.6 Interpretation.

(a) When a reference is made in this Agreement to Sections or Exhibits, such reference shall be to a Section of or an Exhibit to this Agreement unless otherwise indicated.

(b) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

(d) Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; and (iii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement.

(e) With respect to any filing required with a Governmental Authority, for a date by which a filing is required to be made, if the date by which a filing is required to be made otherwise would fall on a date on which such Governmental Authority is not open to accept filings, that day will not be counted as a Business Day for the purposes of determining the filing due date.

(f) All accounting determinations to be made hereunder shall be made in accordance with the Accounting Principles.

9.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. Neither this Agreement nor the obligations of any Party hereunder shall be assignable or transferable by such Party without the prior written consent of the other Parties. Any attempted assignment in contravention hereof shall be void and of no effect.

9.8 Further Assurances. Each of the Parties shall execute and deliver to all appropriate other Parties such other instruments as may be reasonably required in connection with the performance of this Agreement and each shall take all such further actions as may be reasonably required to carry out the transactions contemplated by this Agreement.

9.9 No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person or entity, other than the Parties, any rights or remedies under or by reason of this Agreement.

9.10 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or email delivery of a PDF file) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

9.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of applicable law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the matters referred to herein are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the matters referred to herein be consummated as originally contemplated to the fullest extent possible.

9.12 Specific Enforcement.

(a) Each Party acknowledges and agrees that the Parties would be irreparably harmed and each Party would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the other Parties in accordance with their specific terms or were otherwise breached. Accordingly, each Party agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which the other Parties are entitled at law or in equity. Without limitation of the foregoing, the Parties hereby further acknowledge and agree that prior to the Closing, the Company and Ericsson shall be entitled to specific performance to enforce specifically the terms and provisions of, and to prevent or cure breaches of Investor's representations and warranties

under this Agreement (including Section 4.8 (Regulatory Neutrality and Isolation) and the covenants required to be performed by the Investor under this Agreement (including Section 5.5 (Filings and Authorizations; Consummation) and including to cause the Investor to consummate the Closing and to make the payments contemplated by this Agreement, including Section 2 (Purchase and Sale)) in addition to any other remedy to which the Company or Ericsson is entitled at law or in equity, including the Company's right to terminate this Agreement pursuant to Section 7 (Termination).

(b) Each Party agrees that it will not oppose (and hereby waives any defense in any action for) the granting of an injunction, specific performance and other equitable relief as provided herein on the basis that (i) the other Parties have an adequate remedy at law or (ii) an award of specific performance or other equitable remedy is not an appropriate remedy for any reason at law, equity or otherwise. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement when available pursuant to the terms of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

(c) If the Company or Ericsson, on the one hand, or Investor, on the other hand, brings an action for specific performance pursuant to this Section 9.12, and a court rules that such Person breached this Agreement in connection with its failure to effect the Closing in accordance with this Agreement, but such court declines to enforce specifically the obligations of such Person to effect the Closing in accordance with this Agreement, then, in addition to the right of such Person to terminate this Agreement pursuant to Section 7.1 (Termination), such Person shall be entitled to pursue all applicable remedies at Law, and the other party (as applicable) shall pay such Person's costs and expenses (including attorneys' fees) in connection with all actions to seek specific performance of such Person's obligations pursuant to this Agreement and all actions to collect such costs or expenses. For the avoidance of doubt, in no event shall the exercise of the right to seek specific performance pursuant to this Section 9.12 reduce, restrict or otherwise limit such Person's rights to terminate this Agreement pursuant to Section 7.1 (Termination) and/or pursue all applicable remedies at Law.

9.13 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative and not alternative.

9.14 Ericsson Undertaking.

(a) Ericsson hereby guarantees, unconditionally and as a primary obligation, for the benefit of the Investor Indemnified Parties, the due payment by the Company of any Losses of the Investor Indemnified Parties pursuant to Section 8.2(c) (the "***Guaranteed Obligations***"). If the Company fails to make any payment for Losses as required under Section 8.2(c), subject to the applicable limitations and other applicable terms and conditions set forth in Section 8, Ericsson, upon written request of the Investor, shall make such payment in cash promptly upon receipt of such request. In no event shall the Guaranteed Obligations, when aggregated with all other indemnification payments made by the Company to the Investor Indemnified Parties under Section 8, exceed the Purchase Price.

(b) Ericsson hereby waives all claims of waiver, release, surrender, abstraction or compromise and all set-offs, counterclaims, cross-claims, recoupments or other defenses that it may have against any Investor Indemnified Parties except for any defense available to the Company under this Agreement. Ericsson agrees that this is a guarantee of payment not of collection. Ericsson hereby waives any obligation of acceptance of this Agreement or presentment, demand for payment or notice against Ericsson or the Company and waives any obligation to proceed or exercise remedies against the Company. The Investor acknowledges and agrees that Ericsson shall be entitled to all rights, remedies and benefits of the Company under Section 8 hereunder.

(c) The obligations of Ericsson hereunder are unconditional and irrevocable and will not be discharged by: (i) any modification of, or amendment or supplement to, this Agreement; (ii) the lack of validity or enforceability of this Agreement, (iii) any furnishing or acceptance of security or any exchange or release of any security; (iv) any waiver, consent or other action or inaction or any exercise or non-exercise of any right, remedy or power with respect to the Company or (v) any insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution, or similar proceedings with respect to the Company.

(d) Ericsson represents and warrants to the Investor as follows:

(i) Ericsson is duly and validly incorporated and existing under the Laws of the State of Delaware and has all requisite corporate power and authority necessary for the execution, delivery and performance by it of this Agreement for the limited purposes stated herein;

(ii) Ericsson has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement for the limited purposes stated herein;

(iii) the execution, delivery and performance of this Agreement for the limited purposes stated herein by Ericsson has been duly authorized by Ericsson and this Agreement has been duly executed by it, and

(iv) the execution, delivery and performance of this Agreement for the limited purposes stated herein does not contravene any applicable Law or Order or result in any breach of any Contracts to which Ericsson is a party, other than such contravention or

breach that would not be material to Ericsson or limit its ability to carry out the terms and provisions of this Agreement for the limited purposes stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by each of them or their respective officers thereunto duly authorized, all as of the date first written above.

FP-ICON HOLDINGS, L.P.

By: Francisco Partners GP IV, L.P.
Its: General Partner

By: Francisco Partners GP IV Management Limited
Its: General Partner

By: _____
Name:
Title:

Company:

TELCORDIA TECHNOLOGIES, INC.

By: _____
Name:
Title:

SOLELY FOR PURPOSES OF SECTIONS 2.5(B), 2.6, 5.7, 5.11, 5.13, 5.15, 7 AND 9 AND ANY OTHER SECTIONS EXPRESSLY APPLICABLE TO ERICSSON,

ERICSSON HOLDING II INC.

By: _____
Name:
Title:

Attachment B

FIFTH AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

TELCORDIA TECHNOLOGIES, INC.

TELCORDIA TECHNOLOGIES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), DOES HEREBY CERTIFY:

1. The present name of the Corporation is: TELCORDIA TECHNOLOGIES, INC. The name under which the Corporation was initially incorporated was Central Services Organization, Inc.

2. The original Certificate of Incorporation was filed with the Secretary of State, Dover, Delaware, on the 20th day of October, 1983. A Restated Certificate of Incorporation was filed with the Secretary of State, Dover, Delaware, on the 24th day of April, 1985, a Second Restated Certificate of Incorporation was filed on 20th day of November, 1997, a Third Restated Certificate of Incorporation was filed with the Secretary of State, Dover, Delaware, on the 17th day of March, 1999, and a Fourth Restated Certificate of Incorporation was filed with the Secretary of State, Dover, Delaware, on the 29th day of October, 2015.

3. This Fifth Amended and Restated Certificate of Incorporation of the Corporation (the "Fifth Amended and Restated Certificate of Incorporation") has been duly adopted in accordance with the provisions of Sections 245 and 242 of the General Corporation Law of the State of Delaware (the "DGCL") and was approved by written consent of the stockholders of the Corporation in accordance with the provisions of Section 228 of the DGCL. The text of the Certificate of Incorporation as heretofore amended, restated or supplemented is hereby amended and restated in its entirety as follows:

ARTICLE I

The name of the Corporation is Telcordia Technologies, Inc.

ARTICLE II

The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL. The Corporation is to have perpetual existence.

ARTICLE IV

The total number of shares of capital stock that the Corporation is authorized to issue is 1,200 shares, of which (i) 1,000 shares shall be common stock, par value $0.001 per share (the "Common Stock"), and (ii) 200 shares shall be preferred stock, par value $0.001 per share (the "Preferred Stock").

A description of the respective classes of stock and a statement of the designations, preferences, voting powers, relative, participating, optional or other special rights and privileges and the qualifications, limitations and restrictions of the Preferred Stock and Common Stock are as follows:

A. Common Stock.

1. Relative Rights of Preferred Stock and Common Stock. The rights and privileges of the Common Stock are expressly made subject and subordinate to those of the Preferred Stock, to the extent provided in this Fifth Amended and Restated Certificate of Incorporation.

2. Voting Rights. Except as otherwise provided herein or in the Stockholders Agreement, the holders of Common Stock will be entitled to one vote per share on all matters to be voted on by the stockholders of the Corporation.

3. Increase/Decrease of Common Stock. Notwithstanding the provisions of Section 242(b)(2) of the DGCL, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares then outstanding plus those authorized for issuance upon conversion of the Preferred Stock or upon exercise of outstanding stock options) by the affirmative vote of the holders of a majority of the outstanding shares of capital stock of the Corporation, voting as a single class on an as-converted to Common Stock basis, with each such share being entitled to such number of votes per share as is provided in this Article IV.

4. Dividends. Dividends may be paid on the Common Stock out of funds legally available therefor if, as and when determined by the Board of Directors in accordance with the provisions of the Stockholders Agreement and subject to the prior dividend rights of the Preferred Stock and other restrictions of Section B(1) below.

B. Preferred Stock. The voting powers, preferences and rights (and the qualifications, limitations, or restrictions thereof) of the Preferred Stock are as follows:

1. Dividends.

(a) Preferred Stock Dividends. The holders of the Preferred Stock shall be entitled to receive, out of funds legally available therefor, per share dividends in cash equal to the Preferred Dividend thereon. Such dividends shall accrue and accumulate, whether or not declared, except as otherwise provided in this Fifth Amended and Restated Certificate of Incorporation. All Preferred Dividends shall be payable in cash as and when declared by the Board of Directors, provided that all accrued but unpaid Preferred Dividends shall be (i) payable in cash upon a Liquidation Event of the Corporation, as provided in Section B(2), or (ii) converted into Common Stock upon the consummation of a Qualified Public Offering as provided in Section B(6).

(b) Other Dividends. So long as any shares of Preferred Stock are outstanding, except for the payment made to Ericsson in discharge of the Company Promissory Note pursuant to the Purchase Agreement:

(i) no dividends shall be paid on any other class or series of stock of the Corporation until the Liquidation Value of all shares of Preferred Stock has been paid in full; and

(ii) after payment in full of the Liquidation Value of all shares of Preferred Stock, no dividend or distribution in cash, shares of stock or other property shall be paid or declared and set apart for payment on Common Stock, unless, at the same time, an equivalent dividend or distribution is declared or paid or set apart, as the case may be, on the Preferred Stock based upon the number of As-Converted shares of Common Stock owned by the holder of each such share of the Preferred Stock on the same record date as the dividend or distribution on Common Stock or, if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividend or distribution are to be determined.

2. Liquidation Preference.

(a) Liquidation Preference. Upon any Liquidation Event, each holder of Preferred Stock shall be entitled to be paid, before any distribution or payment is made upon any Junior Securities, an amount in cash (the "Liquidation Preference") equal to the aggregate Liquidation Value of all shares of Preferred Stock then held by such holder. If, upon any such Liquidation Event, the Corporation's assets legally available for distribution to the Corporation's stockholders in connection with such Liquidation Event are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid pursuant to this Section B(2)(a), then the entire assets available to be distributed to the Corporation's stockholders shall be distributed pro rata among such holders of Preferred Stock based upon the aggregate Liquidation Value of the Preferred Stock held by each such holder.

(b) Participating Preferred. If the assets and funds of the Corporation legally available for distribution to the Corporation's stockholders in connection with any Liquidation Event exceed the aggregate Liquidation Value of all shares of Preferred Stock, then, after the payments required by Sections B(2)(a) shall have been made in full or irrevocably set apart for payment, the remaining assets and funds of the Corporation legally available for distribution to the Corporation's stockholders in connection with such Liquidation Event shall be distributed on the outstanding Common Stock, including for such purposes, the outstanding Preferred Stock (based upon the number of As-Converted shares of Common Stock represented by such shares of Preferred Stock, with such As-Converted shares of Common Stock being treated as if they were outstanding shares of Common Stock).

(c) Deemed Liquidation Event. For purposes of this Section B(2), any Sale Transaction shall be deemed to be a Liquidation Event, and each holder of Preferred Stock shall be entitled to receive in connection therewith (and, if no actual liquidation is taking place, upon surrender of the Preferred Stock held by such holder) payment from the Corporation (or the successor or purchasing entity) of an amount equal to the aggregate amount specified herein that such holders would have received upon a Liquidation Event in accordance with this Section B(2). Notwithstanding the preceding sentence or anything to the contrary contained in this Section B(2), if a Sale Transaction involves the payment of consideration other than cash pursuant to Section B(2)(b), the payments to the holders of Preferred Stock under Section B(2)(b) shall be the same form of consideration that is paid to the Corporation's other stockholders under Section B(2)(b) unless a different form of consideration is offered to the holders of the Preferred Stock and the Preferred Majority elect to accept such alternative form of consideration, and if any of the Corporation's other stockholders are given an option as to the form of consideration to be received by them under Section B(2)(b), then all holders of Preferred Stock shall be given the same option with respect to the amounts payable to them under Section B(2)(b), with it being understood that the Corporation or its Board of Directors may permit one or more key employees of the Corporation or any Subsidiary to, exchange all or a portion of their Equity Securities of the Corporation for securities of the successor or purchasing entity in such transaction (or an Affiliate of such successor or

purchasing entity) even if the holders of the Preferred Stock are not given an opportunity to participate in that exchange.

(d) Allocation of Escrow. In the event of a Sale Transaction, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, then unless such treatment is waived by the consent or vote of the Preferred Majority, voting together as a single class, the purchase agreement or merger agreement for such deemed Liquidation Event shall provide that (i) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections B(2)(a) and B(2)(b) as if the Initial Consideration were the only consideration payable in connection with such deemed Liquidation Event and (ii) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections B(2)(a) and B(2)(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(e) Effecting a Liquidation Event. The Corporation shall not be permitted to effect a Liquidation Event unless the agreement(s) for such Liquidation Event provides that the consideration payable to the holders of capital stock of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with this Section B(2). In the event of a Sale Transaction deemed to be a Liquidation Event for purposes of this Section B(2), the date of such deemed Liquidation Event shall be deemed to be the date such transaction closes.

3. Priority of Preferred Stock on Dividends and Redemptions. So long as any portion of the Liquidation Value of the Preferred Stock remains unpaid, without the prior written consent of the Preferred Majority, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities, other than (a) any redemption or repurchase of any equity-based rights from employees or independent directors upon termination of service in connection with the Incentive Plan and (b) any payment made to Ericsson in discharge of the Company Promissory Note pursuant to the Purchase Agreement.

4. Redemptions. The Preferred Stock is not redeemable by the Corporation. No holder of the Preferred Stock shall have any right to require redemption of any Preferred Stock by the Corporation.

5. Voting Rights.

(a) Generally. Except as otherwise provided herein, in the Stockholders Agreement or in the DGCL, the holders of shares of Preferred Stock shall be entitled to vote as a single class with the holders of the Common Stock on all matters submitted to a vote of stockholders of the Corporation. Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of As-Converted shares of Common Stock owned by such holder of Preferred Stock at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is first executed. The holders of shares of Preferred Stock shall be entitled to notice of any meeting of stockholders in accordance with the Bylaws of the Corporation. The holders of shares of the Preferred Stock shall not be entitled to vote as a separate class on any matters submitted to a vote of stockholders of the Corporation.

(b) Election of Directors. The Board of Directors shall be constituted, and the election of the directors to the Board of Directors shall be carried out, in accordance with the Stockholders Agreement and the Bylaws.

(c) Other Voting Rights. For so long as the Stockholders Agreement shall remain in effect, the holders of Preferred Stock also shall be entitled to the special voting and approval rights set forth in the Stockholders Agreement.

(d) Meetings; Action by Written Consent. Subject to the Stockholders Agreement, the voting rights of the holders of Preferred Stock or Common Stock, voting separately or together (whether as to the election of directors or any other matter), may be exercised either at a special meeting of the holders of the applicable class or series of stock called as provided below in Article VI, or at any annual or special meeting of the stockholders of the Corporation, or by written consent of such holders in lieu of a meeting.

6. Conversion. The Preferred Stock is not convertible except in a Qualified Public Offering, in which case all of the outstanding shares of Preferred Stock shall automatically be converted, as of immediately prior to the consummation of such Qualified Public Offering, into a number of shares of Common Stock equal to (a) (i) the aggregate amount of Liquidation Value that remains unpaid by the Corporation to the holders of the Preferred Stock as of immediately prior to the consummation of such Qualified Public Offering, divided by (ii) the price per share of Common Stock offered to the public in such Qualified Public Offering, plus (b) the As-Converted shares of Common Stock represented by all outstanding shares of Preferred Stock as of immediately prior to the consummation of such Qualified Public Offering; provided that, if the Corporation elects in its sole discretion to pay the aggregate amount of Liquidation Value that remains unpaid by the Corporation to the holders of Preferred Stock in cash immediately after the consummation of the Qualified Public Offering, then the holders of all outstanding shares of the Preferred Stock shall not receive the shares of Common Stock referred to in the foregoing clause (a).

7. Registration of Transfer. The Corporation will keep at its principal office a register for the registration of shares of Preferred Stock. Upon the surrender of any certificate representing shares of Preferred Stock at such place, the Corporation will, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Preferred Stock represented by the surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares of Preferred Stock surrendered as is requested by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate. Without limiting the generality of the foregoing, no transfer of any Preferred Stock shall be made unless it is permitted by and made in accordance with the provisions of the Stockholders Agreement.

8. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor, then a customary agreement to indemnify shall be satisfactory) or, in the case of any mutilation, upon surrender of such certificate the Corporation will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares

of Preferred Stock represented by (and dated the date of) such lost, stolen, destroyed or mutilated certificate.

9. Definitions. As used herein, the following terms shall have the respective meanings set forth below:

"As-Converted shares of Common Stock" means, for each share of Preferred Stock, one (1) share of Common Stock (the "Conversion Ratio"); provided that the Conversion Ratio shall be adjusted in connection with any stock dividends, combinations, splits or other recapitalization (a "Recapitalization") with respect to the Common Stock such that the Conversion Ratio is equal to a fraction the numerator of which is the number of shares of Common Stock outstanding immediately following the Recapitalization and the denominator is equal to the number of shares of Common Stock outstanding immediately prior to the Recapitalization. For example, following a 2-for-1 split of the Common Stock, the Conversion Ratio shall be two (2) such that each share of Preferred Stock represents two (2) As-Converted shares of Common Stock. For the avoidance of doubt, the Preferred Stock is not convertible into Common Stock except as provided in Section B(6) and it need not be converted to Common Stock in order to be treated as As-Converted shares of Common Stock for all purposes hereunder.

"Affiliate" means with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person, and in the case of an entity, includes any members of the Family Group of any individual who controls such entity, and in the case of an individual, includes any relative or spouse of such Person, or any relative of such spouse, if any such relative is a member of such individual's Family Group. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Board of Directors" means the board of directors of the Corporation.

"Closing Date" has the meaning given such term in the Purchase Agreement.

"Company Promissory Note" has the meaning given such term in the Purchase Agreement.

"Convertible Securities" means any stock or securities (other than Options) directly or indirectly convertible into or exchangeable for Common Stock.

"Corporation" has the meaning set forth in the recitals.

"Covered Person" has the meaning set forth in Article X.

"DGCL" has the meaning set forth in the recitals.

"Ericsson" means Ericsson Holdings II Inc.

"Ericsson Stockholder" has the meaning set forth in the Stockholders Agreement.

"Equity Securities" means (i) capital stock (including the Preferred Stock and the Common Stock) of, membership interests, partnership interests or other equity interests in, the Corporation or any of its Subsidiaries, (ii) obligations, evidences of indebtedness or other debt or equity securities or interests convertible or exchangeable into such equity interests in the Corporation or any of its Subsidiaries, (iii) warrants, options or other rights to purchase or otherwise acquire such equity interests in the

Corporation or any of its Subsidiaries and (iv) stock appreciation rights, phantom stock rights or other cash-settled rights or incentives based on the value of any capital stock of the Company.

"Family Group" means, as to any particular Person, (i) such Person's spouse and descendants (whether natural or adopted), siblings and siblings-in-law and their descendants (whether natural or adopted), (ii) any trust solely for the benefit of such Person and/or such Person's spouse, descendants, siblings and siblings-in-law and their descendants and (iii) any partnerships, corporations or limited liability companies where the only partners, shareholders or members are such Person and/or such Person's spouse, parents, parents-in-law, descendants (including of such parents or parents-in-law) and/or trusts referred to in clause (ii) of this definition.

"FCC" means the United States Federal Communications Commission.

"Fifth Amended and Restated Certificate of Incorporation" has the meaning set forth in the recitals.

"Incentive Plan" means that certain long-term Incentive Plan of the Corporation contemplated by the Purchase Agreement, to be adopted and implemented by the Corporation on or after the Closing Date.

"Initial Consideration" has the meaning set forth in Section B(2)(d) of Article IV.

"Institutional Stockholder" means any Investor.

"Investors" has the meaning set forth in the Purchase Agreement.

"Junior Securities" means any capital stock or other Equity Securities of the Corporation ranking junior to, the Preferred Stock.

"Liquidation Event" means any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

"Liquidation Value" of any share of Preferred Stock as of any particular date, means an amount equal to (a) the sum of (i) the Preferred Original Purchase Price plus (ii) the aggregate amount of Preferred Dividends accrued and unpaid on such share of Preferred Stock as of such date, if any, minus (b) any dividend or distribution paid on such share of Preferred Stock on or prior to such date, subject to adjustments specified in Schedule III of the Stockholders Agreement.

"Options" means any rights, warrants or options to subscribe for or purchase Common Stock or Convertible Securities.

"Person" means an individual, a partnership, a corporation, a limited liability company, a limited liability, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Preferred Dividend" means, with respect to any share of Preferred Stock, the amount determined by applying a dividend rate of nine and one-half percent (9.5%) per annum to the Preferred Original Purchase Price of such share of Preferred Stock, on a daily basis from the Closing Date through and including the date on which the Corporation pays the full amount of the Liquidation Value such share of Preferred Stock, compounding such dividend on each anniversary of the Closing Date; provided that the Preferred Dividend may be zero (0) or reduced in accordance with the provisions set forth in Schedule III of the Stockholders Agreement.

"Preferred Majority" means the holders of a majority of the then-outstanding Preferred Stock.

"Preferred Original Purchase Price" means One Million Dollars ($1,000,000.00) per share of Preferred Stock, as adjusted for any stock dividends, combinations or splits with respect to such share of Preferred Stock.

"Preferred Stock" means the Corporation's preferred stock, par value $0.001 per share.

"Purchase Agreement" means that certain Stock Purchase Agreement, dated as of February 28, 2017, by and among the Corporation and the other Persons named therein, as such agreement may be amended, modified or waived from time to time in accordance with its terms.

"Qualified Public Offering" means any offering to the public by the Corporation of its capital stock pursuant to an effective registration statement under the Securities Act of 1933, as then in effect, in which such capital stock of the Corporation is listed on a major national securities exchange and which results in aggregate cash proceeds to the Corporation of not less than $50,000,000, net of underwriting discounts and commissions.

"Restricted Opportunity" means a corporate opportunity offered to a Person in writing expressly by virtue of such Person being a director, officer or employee of the Corporation.

"Sale Transaction" means, whether in a single transaction or a series of related transactions, (i) any merger, tender offer or other business combination in which the stockholders of the Corporation owning all of the capital stock of the Corporation immediately prior to such transaction do not own a majority of the voting securities of the surviving Person represented by the outstanding voting securities of such Person immediately following such transaction, (ii) any issuance of capital stock, recapitalization, reorganization, reclassification or consolidation by the Corporation or any sale or other transfer of capital stock by the stockholders of the Corporation to any Person as a result of which the stockholders of the Corporation owning all of the capital stock of the Corporation prior to such sale do not own a majority of the voting securities of the Corporation represented by the outstanding voting securities of the Corporation after such sale, or (iii) the sale, transfer, conveyance, lease, exclusive license or other disposition of all or substantially all of the assets of the Corporation and the Subsidiaries on a consolidated basis; provided, however, that transfers of the capital stock of the Corporation to, between or among any stockholders or any of their respective Permitted Transferees (as defined in the Stockholders Agreement) shall not be considered for purposes of determining whether a Sale Transaction has occurred.

"Stockholders Agreement" means that certain Stockholders Agreement, dated as of [__], 2017, by and among the Corporation and the other Persons named therein, as such agreement may be amended, modified or waived from time to time in accordance with its terms.

"Subsidiary" means any corporation more than 50% of the outstanding voting securities of which are owned by the Corporation and its Subsidiaries, directly or indirectly, or a partnership or limited liability company in which the Corporation or any Subsidiary is a general partner or manager or which is otherwise controlled by the Corporation or any Subsidiary or of which the Corporation and its Subsidiaries hold interests entitling them to receive more than 50% of the profits or losses of the partnership or limited liability company.

Each definition used herein includes the singular and the plural, and references to the neuter gender include the masculine and feminine where appropriate. References to any agreement, document, or instrument means such agreement, document, or instrument as amended at the time and include any

extension or replacement. Unless otherwise specified, references to Sections mean Sections of this Fifth Amended and Restated Certificate of Incorporation.

10. Amendment and Waiver. No amendment, modification, alteration, repeal or waiver of any provision of this Article IV (a) that adversely affect the rights of the holders of the Preferred Stock shall be binding or effective without the prior written consent of the holders of the Preferred Majority or (b) that adversely affect the rights of the holders of the Common Stock shall be binding or effective without the prior written consent of the holders of a majority of the outstanding shares of Common Stock; provided that no such amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Preferred Stock may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the Preferred Majority, in the case of the Preferred Stock, or the holders of a majority of the outstanding shares of Common Stock, in the case of the Common Stock; provided, further, that any increase or decrease in the number of authorized shares of Preferred Stock shall require the approval of the Preferred Majority.

ARTICLE V

A. Board of Directors Generally. The number of the directors of the Corporation shall be fixed from time to time by or pursuant to this Fifth Amended and Restated Certificate of Incorporation, the Bylaws of the Corporation and the Stockholders Agreement. The directors shall hold their office until a successor is elected and qualified or until his or her earlier death, resignation or removal. At each annual meeting of the stockholders of the Corporation, the date of which shall be fixed by or pursuant to the Bylaws of the Corporation, the successors of the directors shall be elected in accordance with the By-laws and the Stockholders Agreement to hold office for a term expiring at the next annual meeting of stockholders. The election of directors need not be by a written ballot. No decrease in the number of directors constituting the Board of Directors shall shorten the terms of any incumbent director.

B. Vacancies on the Board. Subject to the Stockholders Agreement, newly created directorships resulting from any increase in the number of directors may be filled by the Board of Directors and any vacancies on the Board of Directors resulting from death, resignation or removal shall only be filled as may be as prescribed in the Bylaws and the Stockholders Agreement. Subject to the Stockholders Agreement, any director elected in accordance with the preceding sentence of this Section B shall hold office for the remainder of the full term of the directors and until such director's successor shall have been elected and qualified or until his or her earlier death, resignation or removal.

ARTICLE VI

Subject to the Stockholders Agreement, any action required or permitted to be taken by the stockholders of the Corporation may be taken at an annual or special meeting of the stockholders of the Corporation and may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action.

ARTICLE VII

Except as otherwise provided in this Fifth Amended and Restated Certificate of Incorporation or in the Stockholders Agreement, and subject to any requirements of the FCC, in furtherance and not in limitation of the powers conferred by statute upon it by law, the Board of Directors is expressly

authorized to make, adopt, repeal, alter or amend the Bylaws of the Corporation in the manner provided in the Bylaws.

ARTICLE VIII

A. Limitation of Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL, or (d) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended after the date hereof to authorize action by corporations organized pursuant to the DGCL to further eliminate or limit the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as amended.

B. Indemnification of Directors and Officers.

(a) Each Person who was or is made a party or is threatened to be made a party or is involved in any threatened, pending or completed action, suit, proceeding, investigation or other inquiry, whether formal or informal, whether of a civil, criminal, administrative or investigative nature (hereinafter a "proceeding"), by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a director or officer of the Corporation, whether the basis of such proceeding is an alleged action or inaction in an official capacity or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent permissible under Delaware law, as the same exists or may hereafter exist in the future (but, in the case of any future change, only to the extent that such change permits the Corporation to provide broader indemnification rights than the law permitted prior to such change), against all costs, charges, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, finds, ERISA excise taxes, or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Person in connection therewith and such indemnification shall continue as to a Person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators.

(b) The Corporation shall pay expenses actually incurred in connection with any proceeding in advance of its final disposition; provided, however, that if Delaware law then requires, the payment of such expenses incurred in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified.

(c) If a claim under paragraph (a) of this Section B is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination that indemnification of the claimant is permissible in the circumstances because the claimant has met the applicable standard of conduct, if any, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met the standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the standard of conduct.

C. Indemnification of Employees and Agents. The Corporation may provide indemnification and advancement of expenses to the employees and agents of the Corporation to the fullest extent permissible under Delaware law and authorized by the Board of Directors.

D. Expenses as a Witness. To the extent that any director, officer, employee or agent of the Corporation is by reason of such position, or position with another entity at the request of the Corporation, a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her on his or her behalf in connection therewith.

E. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such Person against such expense, liability or loss under Delaware law.

F. Indemnity Agreements. The Corporation may enter into agreements with any director, officer, employee or agent of the Corporation providing for indemnification and advancement of expenses to the fullest extent permissible under Delaware law and authorized by the Board of Directors.

G. Separability. Each and every paragraph, sentence, term and provision to this Article VIII is separate and distinct, so that if any paragraph, sentence, term or provision hereof shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or unenforceability of any other paragraph, sentence, term or provision hereof. To the extent required, any paragraph, sentence, term or provision of this Article VIII may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article VIII and any agreement between the Corporation and claimant, the broadest possible indemnification permitted under applicable law.

H. Jurisdiction. The Court of Chancery of the State of Delaware (the "Court of Chancery") shall have exclusive jurisdiction to hear and determine all actions for indemnification or advancement of expenses brought with respect to this Article Eight, and the Court of Chancery may summarily determine the Corporation's obligation to advance expenses (including attorneys' fees) under this Article Eight**.**

I. Subsequent Change. No amendment to, modification of or repeal of this Article VIII shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

J. Non-Exclusivity of Rights. The rights conferred on any director, officer or agent of the Corporation by this Article VIII shall not be exclusive of any other rights that such director, officer or agent may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, the By-laws, agreement, vote of stockholders or disinterested directors or otherwise.

ARTICLE IX

Subject to the rights of the holders of Preferred Stock contained in Article IV and the Stockholders Agreement, the Corporation reserves the right to amend, alter or repeal any provision contained in this Fifth Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are subject to this reservation, provided, however, that neither any amendment nor repeal of Article VIII, nor the adoption of any provision of this Fifth Amended and Restated Certificate of Incorporation inconsistent with Article VIII, shall eliminate or reduce the effect of Article VIII, in respect of any matter occurring, or any action or

proceeding accruing or arising or that, but for Article VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE X

To the maximum extent permissible by law:

(i) No (x) director of the Corporation or (y) holder of Common Stock or Preferred Stock or any partner, member, director, stockholder or agent of any such holder, shall have any duty or obligation at any time to purchase securities from, to make any investment in or otherwise to provide financing to, or to arrange financing for, the Corporation; and

(ii) None of the Institutional Stockholder, Ericsson Stockholder, any of their respective Affiliates (other than the Corporation or any of its Subsidiaries), or any of their respective directors, officers, employees, agents, stockholders (including trustees and beneficiaries of any stockholder), members, managers, or partners, or any director or officer of the Corporation who is a director, officer, employee, agent, adviser, attorney, stockholder, member, manager or partner of any of the Institutional Stockholders, Ericsson Stockholders or any of their respective Affiliates (each such foregoing Person, a "Covered Person") shall have any fiduciary duty, duty of loyalty or other duty not to, and shall have any obligation to refrain from, directly or indirectly (1) engaging in the same or similar activities or lines of business as the Corporation or any of its Subsidiaries or developing or marketing any products or services that compete, directly or indirectly, with those of the Corporation or its Subsidiaries, (2) investing or owning any interest publicly or privately in, or developing a business relationship with, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with, the Corporation or any of its Subsidiaries or (3) doing business with any client or customer of the Corporation, in each case, so long as such activities do not constitute a Restricted Opportunity. The Corporation hereby renounces any interest or expectancy in, or in being offered an opportunity to participate in, any corporate opportunity that may be presented to or become known to any Covered Person (other than any Restricted Opportunity), and no Covered Person shall have any duty to communicate or offer such corporate opportunity to the Corporation or any of its Subsidiaries. Any Covered Person may pursue or acquire such corporate opportunity for itself, direct such corporate opportunity to another Person, or does not communicate information regarding such corporate opportunity to the Corporation. For the avoidance of doubt, no corporate opportunity that (i) the Corporation is not permitted to undertake under Article III of the Fifth Amended and Restated Certificate of Incorporation, (ii) the Corporation is not financially able or contractually permitted or legally able to undertake, or (iii) is, from its nature, not in the line of the Corporation's business or is of no practical advantage to the Corporation or that is one in which the Corporation has no interest or reasonable expectancy shall or shall be deemed to belong to the Corporation.

ARTICLE XI

The Court of Chancery shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the Corporation's bylaws or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine.

* * * * *

IN WITNESS WHEREOF, Telcordia Technologies, Inc. has caused this certificate to be executed this ___ day of _____ 2017.

TELCORDIA TECHNOLOGIES, INC.

By: /s/_____
Name:
Title:

Attachment C

AMENDED AND RESTATED BY-LAWS

OF

TELCORDIA TECHNOLOGIES, INC.

(a Delaware Corporation)

Adopted and Effective as of [_____], 2017

_____

ARTICLE I

Definitions

As used in these By-laws, unless the context otherwise requires, the term:

1.1 "Assistant Secretary" means an Assistant Secretary of the Corporation.

1.2 "Assistant Treasurer" means an Assistant Treasurer of the Corporation.

1.3 "Assistant Vice President" means an Assistant Vice President of the Corporation.

1.4 "Board" means the Board of Directors of the Corporation.

1.5 "By-laws" means the by-laws of the Corporation, as amended, supplemented or restated from time to time.

1.6 "Certificate of Incorporation" means the Fifth Amended and Restated Certificate of Incorporation of the Corporation, dated as of [_____], 2017, as amended, supplemented or restated from time to time.

1.7 "Chairman" means the Chairman of the Board.

1.8 "Corporation" means Telcordia Technologies, Inc., a Delaware corporation.

1.9 "Directors" means the directors of the Corporation.

1.10 "law" means any U.S. or non-U.S., federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority (including any department, court, agency or official, or non-governmental self-regulatory organization, agency or authority and any political subdivision or instrumentality thereof).

1.11 "President" means the President of the Corporation.

1.12 "Secretary" means the Secretary of the Corporation.

1.13 "Stockholders" means the stockholders of the Corporation.

1.14 "Stockholders Agreement" means that certain Stockholders Agreement, dated as of [_____], 2017, by and among the Corporation and the Stockholders, as amended, supplemented or restated from time to time.

1.15 "Treasurer" means the Treasurer of the Corporation.

1.16 "Vice Chairman" means the Vice Chairman of the Board.

1.17 "Vice President" means a Vice President of the Corporation.

ARTICLE II

Stockholders

Section 2.1 Annual Meetings. An annual meeting of the Stockholders shall be held at such date, time and place either within or without the State of Delaware as may be designated by the Board from time to time. The Board may designate that the annual meeting of the Stockholders may be held by video or audio conferencing communications equipment by means of which all persons participating in the meeting can hear (or hear and see) each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting. Any proper business may be transacted at the annual meeting.

Section 2.2 Special Meetings. Special meetings of Stockholders may be called at any time by the President or the Board, to be held at such date, time and place either within or without the State of Delaware as may be stated in the notice of the meeting.

Section 2.3 Notice of Meetings. Whenever Stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

Section 2.4 Adjournments. Any meeting of Stockholders, annual or special, may be adjourned from time to time, to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.5 Quorum. At each meeting of Stockholders, except where otherwise provided by law, the Certificate of Incorporation or these By-laws, the holders of a majority of the outstanding shares of stock entitled to vote on a matter at the meeting,

present in person or represented by proxy, shall constitute a quorum. Shares of its own capital stock belonging on the record date for the meeting to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 2.6 Organization. Meetings of Stockholders shall be presided over by the Chairman, if any, or in the absence of the Chairman by the Vice Chairman, if any, or in the absence of the Vice Chairman, by the President, or in the absence of the President by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board, or in the absence of such designation by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.7 Voting; Proxies. Unless otherwise provided by law, the Stockholders Agreement, the Certificate of Incorporation or these By-laws, each stockholder entitled to vote at any meeting of Stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of Stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power, regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors in accordance with the Stockholders Agreement. In all other matters, unless otherwise provided by law, the Stockholders Agreement, the Certificate of Incorporation or these By-laws, the affirmative vote of the holders of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the Stockholders. Where a separate vote by class or classes is required, the affirmative vote of the holders of a majority of the shares of such class or classes present in person or represented by proxy at the meeting shall be the act of such class or classes, except as otherwise provided by law, the Stockholders Agreement, the Certificate of Incorporation or these By-laws.

Section 2.8 Fixing Date for Determination of Stockholders of Record.

(a) In order that the Corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the Board, the record date for determining Stockholders entitled to notice of or to vote at a meeting of Stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of Stockholders of record entitled to notice of or to vote at a meeting of Stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the Stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining Stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is required by law, the record date for determining Stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the Stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the Stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for determining Stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

Section 2.9 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name

of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 2.10 Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation or by law, any action required by law to be taken at any annual or special meeting of Stockholders, or any action which may be taken at any annual or special meeting of Stockholders, or any action which may be taken at any annual or special meeting of such Stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to (a) its registered office in the State of Delaware by hand or by certified mail or registered mail, return receipt requested, (b) its principal place of business, or (c) an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this by-law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to (a) its registered office in the State of Delaware by hand or by certified or registered mail, return receipt requested, (b) its principal place of business, or (c) an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Stockholders who have not consented in writing.

ARTICLE III

Board of Directors

Section 3.1 Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by or under the direction of the Board, except as may be otherwise provided by law or in the Certificate of Incorporation. Any issuance of shares, sale of treasury shares, merger or consolidation or other reorganization of the Corporation with or into another corporation (including compensation specifically associated with such transactions) must be approved by the Stockholders in accordance with the Stockholders Agreement. The Board shall consist of seven members, to be nominated and elected in accordance with the Stockholders Agreement. For so long as the Corporation is appointed to serve as the United States Local Number Portability Administrator, each director shall be vetted for neutrality, and no member of the board of

directors may be an employee, recently retired employee (i.e., within three years), officer, director, managing member or partner of a Telecommunications Service Provider (as defined in the Local Number Portability Administrator Code of Conduct, as amended, supplemented or restated from time to time).

Section 3.2 Election; Term of Office; Resignation; Removal; Vacancies. Each director shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any director may resign at any time upon written notice to the Board or to the President or the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Any director or the entire Board may be removed only in accordance with the Stockholders Agreement. Vacancies and newly created directorships shall be filled in accordance with the Stockholders Agreement

Section 3.3 Regular Meetings. Regular meetings of the Board may be held at such places within or without the State of Delaware and at such times as the Board may from time to time determine, and if so determined notice thereof need not be given.

Section 3.4 Special Meetings. Special meetings of the Board may be held at any time or place within or without the State of Delaware whenever called by the Chairman of the Board, if any, by the Vice Chairman of the Board, if any, by the President or by any two directors. Reasonable notice thereof shall be given by the person or persons calling the meeting.

Section 3.5 Participation in Meetings by Conferencing Communications Equipment Permitted. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of video or audio conferencing communications equipment by means of which all persons participating in the meeting can hear (or hear and see) each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 3.6 Quorum; Vote Required for Action. At all meetings of the Board a majority of the entire Board shall constitute a quorum for the transaction of business; provided, that such majority shall include the Ericsson Designee and at least one Investor Director (in each case as defined in the Stockholders Agreement). A majority of the directors present, whether or not a quorum is present, may adjourn any meeting of the Board to another time and place, on not less than 24 hours advance notice delivered in accordance with Section 3.4 to all directors, and a majority of the entire Board (whether or not the Ericsson Designee or any Investor Directors are present) shall constitute a quorum for the transaction of business at any such subsequent meeting. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board unless the Certificate of Incorporation, the Stockholders Agreement or these By-laws shall require a vote of a greater number or shall provide

otherwise. In case at any meeting of the Board a quorum shall not be present, the members of the Board present may adjourn the meeting from time to time until a quorum shall be present.

Section 3.7 Organization. Meetings of the Board shall be presided over by the Chairman, if any, or in the absence of the Chairman by the Vice Chairman, if any, or in the absence of the Vice Chairman by the President, or in their absence by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 3.8 Action by Directors Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing or by electronic transmission), and the writing, writings, or electronic transmissions are filed with the minutes of proceedings of the Board or committee.

Section 3.9 Compensation of Directors. Unless otherwise provided by law or by the Certificate of Incorporation, the Compensation Committee (or the Board if no such committee has been established) may from time to time evaluate the compensation of directors based on comparable market data, third party expert recommendations, and other relevant factors, and recommend such changes as may be reasonable and appropriate. Such recommendations will be considered by the trustees acting for the stockholder, except for compensation associated with (1) the merger or consolidation or other reorganization of the Corporation with or into another corporation, or (2) the authorization or issuance by the Corporation of any shares of capital stock or rights to acquire capital stock or the sale of treasury shares, which shall be considered by the Stockholders directly.

ARTICLE IV

Committees

Section 4.1 Committees. Committees may be constituted and authorized by the Board in accordance with the Stockholders Agreement. Such committees may include, without limitation, the specific committees described in Sections 4.2 and 4.3 below. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these By-laws, shall have and may exercise all the

powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it;

Section 4.2 Compensation Committee. The Board may establish a Compensation Committee whose principal duties will be to review employee compensation policies and programs as well as the compensation of the chief executive officer and other executive officers of the Corporation, to recommend to the Stockholders a compensation program for outside Board members (consistent with Section 3.9 above), as well as other such duties and responsibilities as the Board may confer upon the committee from time to time.

Section 4.3 Audit and Compliance Committee. The Board may establish an Audit and Compliance Committee whose principal purpose will be to oversee the Corporation's accounting and financial reporting processes, internal systems of control, performance of the Corporation's internal audit and compliance functions, and compliance with neutrality obligations. In addition, the Audit and Compliance Committee will assume such other duties and responsibilities as the Board may confer upon the committee from time to time.

Section 4.4 Committee Rules. Unless the Board otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board or a provision in the rules of such committee to the contrary, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article III of these By-laws.

ARTICLE V

Officers

Section 5.1 Officers; Election. As soon as practicable after the annual meeting of Stockholders in each year, the Board shall elect a President and a Secretary, and it may, if it so determines, elect from among its members a Chairman and a Vice Chairman. The Board may also elect one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as the Board may deem desirable or appropriate and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices may be held by the same person unless the Certificate of Incorporation or these By-laws otherwise provide.

Section 5.2 Term of Office; Resignation; Removal; Vacancies. Unless otherwise provided in the resolution of the Board electing any officer, each officer shall hold office until his or her successor is elected and qualified or until his or her earlier

resignation or removal. Any officer may resign at any time upon written notice to the Board or to the President or the Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer shall not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board at any regular or special meeting.

Section 5.3 Powers and Duties. The officers of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in these By-laws or in a resolution of the Board which is not inconsistent with these By-laws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board. The Secretary shall have the duty to record the proceedings of the meetings of the Stockholders, the Board and any committees in a book to be kept for that purpose. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties.

ARTICLE VI

Stock

Section 6.1 Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, representing the number of shares of stock in the Corporation owned by such holder. If such certificate is manually signed by one officer or manually countersigned by a transfer agent or by a registrar, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 6.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII

Miscellaneous

Section 7.1 Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and shall end on December 31.

Section 7.2 Seal. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 7.3 Waiver of Notice of Meetings of Stockholders, Directors and Committees. Whenever notice is required to be given by law or under any provision of the Certificate of Incorporation or these By-laws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders, Directors or members of a committee of Directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation or these By-laws.

Section 7.4 Indemnification of Directors, Officers and Employees. The Corporation shall indemnify to the full extent permitted by law any person made or threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person or such person's testator or intestate is or was a director, officer or employee of the Corporation or serves or served at the request of the Corporation any other enterprise as a director, officer or employee. Expenses, including attorneys' fees, incurred by any such person in defending any such action, sit or proceeding shall be paid or reimbursed by the Corporation promptly upon receipt by it of an undertaking of such person to repay such expenses if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation. The rights provided to any person by this by-law shall be enforceable against the Corporation by such person who shall be presumed to have relied upon it in serving or continuing to serve as a director, officer or employee as provided above. No amendment of this by-law shall impair the rights of any person arising at any time with respect to events occurring prior to such amendment. For purposes of this by-law, the term "Corporation" shall include any predecessor of the Corporation and any constituent corporation (including any constituent of a constituent) absorbed by the Corporation in a consolidation or merger; the term "other enterprise" shall include any corporation, partnership, joint venture, trust or employee benefit plan; service "at the request of the Corporation" shall include service as a director, officer or employee of the Corporation which imposes duties on, or involves services by, such director, officer or employee with respect to an employee benefit plan, its participants or beneficiaries; any excise taxes

assessed on a person with respect to an employee benefit plan shall be deemed to be indemnifiable expenses; and action by a person with respect to an employee benefit plan which such person reasonably believes to be in the interest of the participants and beneficiaries of such plan shall be deemed to be action not opposed to the best interests of the Corporation.

Section 7.5 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6 Amendment of By-Laws. Subject in all respects to the Stockholders Agreement, the Board may make, adopt, repeal, alter or amend the By-laws pursuant to Article VII of the Certificate of Incorporation; provided, that Section 3.6 of the By-Laws may only be amended with the consent of the Ericsson Stockholder and the Investor Stockholder (in each case, as defined in the Stockholders Agreement).

Section 7.7 Conflict with the Stockholders Agreement. In the event of any conflict between these Bylaws and the Stockholders Agreement, the Stockholders Agreement shall control in all respects.